

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 2023 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2023 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 2023 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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1A-1. CoC Name and Number: TX-600 - Dallas City & County, Irving CoC

1A-2. Collaborative Applicant Name: Housing Forward

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Housing Forward

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:

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- Frequently Asked Questions

1B-1.	Inclusive Structure and Participation–Participation in Coordinated Entry.	
	NOFO Sections V.B.1.a.(1), V.B.1.e., V.B.1f., and V.B.1.p.	
	In the chart below for the period from May 1, 2022 to April 30, 2023:	
	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	No
2.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
3.	Disability Advocates	Yes	Yes	Yes
4.	Disability Service Organizations	Yes	No	Yes
5.	EMS/Crisis Response Team(s)	Yes	Yes	Yes
6.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
7.	Hospital(s)	Yes	Yes	No
8.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent	No	No
9.	Law Enforcement	Yes	Yes	No
10.	Lesbian, Gay, Bisexual, Transgender (LGBTQ+) Advocates	Yes	Yes	Yes
11.	LGBTQ+ Service Organizations	Yes	Yes	Yes
12.	Local Government Staff/Officials	Yes	Yes	Yes
13.	Local Jail(s)	Yes	Yes	No
14.	Mental Health Service Organizations	Yes	Yes	Yes
15.	Mental Illness Advocates	Yes	Yes	Yes

16.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	Yes
17.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	Yes
18.	Organizations led by and serving people with disabilities	Yes	No	No
19.	Other homeless subpopulation advocates	Yes	Yes	Yes
20.	Public Housing Authorities	Yes	Yes	Yes
21.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
22.	Street Outreach Team(s)	Yes	Yes	Yes
23.	Substance Abuse Advocates	Yes	Yes	Yes
24.	Substance Abuse Service Organizations	Yes	Yes	Yes
25.	Agencies Serving Survivors of Human Trafficking	Yes	Yes	Yes
26.	Victim Service Providers	Yes	Yes	Yes
27.	Domestic Violence Advocates	Yes	Yes	Yes
28.	Other Victim Service Organizations	No	No	Yes
29.	State Domestic Violence Coalition	No	No	No
30.	State Sexual Assault Coalition	No	No	No
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.	Parkland Health and Hospital System	Yes	Yes	No
35.	US Dept of Veteran Affairs	Yes	Yes	Yes

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

	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 and access for persons with disabilities, including the availability of accessible electronic formats; and
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. CoC membership was sought from all entities vested in our mission to make homelessness rare, brief, and nonrecurring in Dallas and Collin Counties. Each year, new members are invited to join through our public CoC Membership webpage, which outlines information about the process to apply. The primary membership drive occurred from October to February 2023. A call for new members went out through our public newsletter list, which has approximately 7,200 contacts, and the Lead Agency's social media channels and blog site. Personal email invitations were targeted to organizations and cities that are not currently members, and solicitations were made throughout the year at monthly CoC General Assembly meetings and public events hosted by the Lead Agency and its partners.

2. New members were invited to join the CoC through a variety of methods to increase the accessibility of communications. The CoC provided information verbally at public meetings (including CoC General Assembly Meetings), in writing through online publications, and electronically through the CoC's ADA-compliant website and Newsletter software.

3. The CoC drew on its Racial Equity Committee and partners that serve culturally specific communities, such as Dallas Truth, Racial Healing, and Transformation (DTRHT), to encourage diverse members to join the CoC. This ensures the CoC is equipped to meet the needs of communities most impacted by the systems we are attempting to transform, including Black, Indigenous, and people of color (BIPOC) experiencing homelessness. The CoC also performed outreach to members serving the LGBTQIA+ community and organizations serving people with disabilities to encourage new membership from organizations serving these populations.

1B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness.	
	NOFO Section V.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;
3.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats; and
4.	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 encouraged a broad array of people to participate in Workgroups, which provide a forum to create, test, and refine service delivery and recommend policy. Workgroups were held monthly on topics related to preventing and ending homelessness. Monthly CoC General Assembly meetings offered a regular opportunity for the full membership to provide insights on system policies and practices. Work Sessions were held with CoC member leadership to co-design the rollout of Systemwide Diversion, PSH Integrated Services Models, and RRH expansion. The CoC made intentional efforts through the Lived Experience Coalition and the Youth Action Board to integrate people with lived expertise in homelessness and housing instability into CoC planning.

2. Public feedback was solicited from key stakeholders in several different forums including on the Lead Agency's social media platforms, the CoC newsletter, and monthly CoC General Assembly meetings. In addition, the CoC hosted a public State of Homelessness Address and three 'Hard Conversations' to engage in open dialogue on complex topics related to homelessness. These forums seek new insights and demonstrate how public participation drives system transformation. Public feedback is also provided and sought through the City of Dallas' Housing and Homeless Solutions Committee, which meets quarterly to monitor progress on addressing homelessness, and the Citizen Homelessness Commission, which ensures alignment of city services with regional efforts to combat homelessness.

3. Opportunities to provide feedback and participate in CoC planning were provided through a variety of methods to increase the accessibility of communications. Information was solicited verbally at public meetings, in writing through online publications, and electronically through the CoC's ADA-compliant website and Newsletter software. Virtual meetings provided closed captioning, if requested. Community meetings were held to solicit feedback on the implementation of Systemwide Diversion and housing expansion.

4. Insights gathered from key stakeholders shaped improvements to strategies for preventing and ending homelessness. This information was used to strengthen landlord engagement efforts, design the Coordinated Street Outreach strategy, design comprehensive PSH supportive services models, prepare for the roll out of Unsheltered NOFO projects, and improve efforts to integrate people with lived expertise into the CoC planning.

1B-4.	Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding.	
	NOFO Section V.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.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats.	
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(limit 2,500 characters)

1. The CoC notified the public about the launch of the FY 2023 CoC Program Competition in July 2023, with the release of the Local Competition Timeline, and in August 2023 with the invitation to join the local applicant orientation. Communications were sent through the CoC Lead Agency's public website, Social Media outlets, the CoC Newsletter, and the monthly public CoC General Assembly meeting. The materials explicitly put a call out for New Project applicants from organizations that were not previously funded through the CoC Program. Local competition resources also included an FAQ where questions regarding new applicants were addressed.
2. Information about the process to submit project applications was disseminated through the CoC Lead Agency's public website, CoC Newsletter, and through a public orientation session that described the local competition and submission process. The orientation was recorded and made publicly available on the CoC Competition Webpage.
3. The FY2023 Ranking Policy, Project Scorecards, and process for project selection were posted on the CoC Competition webpage, disseminated through the CoC Newsletter, and shared during the orientation for both new and renewal project applicants. Project scorecards, applications, and detailed instructions were provided to applicants prior to the applicant orientation.
4. Information about the FY 2023 Competition was shared through a variety of methods to increase the accessibility of communications. This includes providing information verbally at public meetings, in writing through online publications, and electronically on the CoC's ADA-compliant website and Newsletter dissemination software. Transcription of the recorded orientation was also made available.

1C. Coordination and Engagement

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1C-1.	Coordination with Federal, State, Local, Private, and Other Organizations.	
	NOFO Section V.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)	

18.	North Texas Behavioral Health Authority	Yes
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1C-2.	CoC Consultation with ESG Program Recipients.	
	NOFO Section V.B.1.b.	

	Describe in the field below how your CoC:
1.	consulted with ESG Program recipients in planning and allocating ESG Program 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 to address homelessness within your CoC's geographic area so it could be addressed in the Consolidated Plan update.

(limit 2,500 characters)

1. Following the CoC Board-approval of the CoC Annual Priorities in January 2023, the CoC Lead Agency met with each ESG Jurisdiction as part of the annual planning process. This was an opportunity to share information about the annual CoC needs and gaps analysis, the CoC Annual Priorities, and a Coordinated Investment Plan which demonstrated how ESG funds could be used in conjunction with other CoC resources to meet local needs. These meetings were also used to consult with each ESG Jurisdiction on the planning and allocating of ESG Program funds. Announcements for ESG funding opportunities incorporated information about CoC funding priorities to ensure ESG resources were used to target specific needs of the CoC.

2. The CoC Lead Agency provides performance management for the rehousing system through weekly coordination meetings with ESG and CoC-funded Rapid Rehousing (RRH) providers. This forum was used to set performance goals with ESG recipients and sub-recipients, monitor and report progress toward performance goals, and design performance improvement strategies. In alignment with the CoC Performance Management Plan, the CoC Lead Agency also provided quarterly system-level and agency-level performance reports to ESG Recipients and Subrecipients. ESG projects that did not meet performance targets set by the RRH Leadership Workgroup were encouraged to collaborate with the CoC Lead Agency on a Performance Improvement Plan (PIP) to set out a strategy for strengthening program outcomes and providing training and technical assistance.

3. CoC Point-in-Time (PIT) and HMIS Workgroups ensure complete and accurate data are available for community-wide planning. The CoC Lead Agency provided PIT count and HIC data to Consolidated Plan jurisdictions within the CoC geographic area to support funding allocation and planning.

4. The CoC provided information to Consolidated Plan Jurisdictions to address homelessness within the CoC's geographic area so it could be addressed in the Consolidated Plan update. Information provided included the CoC needs and gaps analysis, PIT and HIC reports, a system performance report, and the CoC Annual Priorities and Coordinated Investment Plan.

1C-3.	Ensuring Families are not Separated.	
	NOFO Section V.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 questions or requesting technical assistance to resolve noncompliance by service providers.	Yes

1C-4.	CoC Collaboration Related to Children and Youth—SEAs, LEAs, School Districts.	
	NOFO Section V.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 V.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 CoC has a formal partnership with Local Education Agencies and School Districts through its Youth Committee and various youth specific sub-committees. These stakeholders gathered with Youth Action Board members, homeless liaisons, and youth providers for a multi-day work session to develop a Framework for Ending Youth Homelessness, which was published in early 2023. This document outlines shared goals for preventing and ending youth homelessness, the CoC needs and gaps analysis, and youth-centered priorities for preventing and ending homelessness. The Framework is used by partners to guide planning, procurement, and funding decisions. Additionally, the Dallas ISD Homeless Education Program Manager holds a seat and serves on the CoC Board of Directors. Both the CoC and CoC Lead Agency (Housing Forward) Boards include the CEO of Vogel Alcove, an early education provider for homeless children ages 0-12.

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

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

(limit 2,500 characters)

CoC Policies and Procedures state that ‘to the maximum extent practical, families with children should be placed as close to possible to the school of origin so as not to disrupt the children’s education [24 CFR 578.23(c)(7)]’. CoC Rapid Rehousing and Permanent Supportive Housing standards of care include the expectation that families with children are linked to the appropriate educational resources and are informed of their eligibility for education services through local school districts. To carry out this policy, the CoC has adopted procedure to ensure partner organizations are provided with the School District’s homeless liaison in their geographic area and encouraged to set up individual training sessions to inform their staff about eligibility for educational services. This allows staff to share the information with families in an individualized way. Organizations are responsible for filtering this information to individuals and families within their programs. Families are connected to educational resources through various methods including informal meetings where information is provided collectively, flyers and informational brochures detailing how to get connected, and regular case management meetings where connections to educational services are discussed. The community has also created a live resource guide for ISD liaisons to use when working with clients.

Additionally, CoC policies require that housing case managers work with participants to create individualized stability plans. Ongoing education is often a goal our providers hear from program participants when discussing long-term stability planning. The CoC has partnered with several local colleges and universities to support individuals who are experiencing homelessness or have recently been housed to gain certifications, degrees, internships, and other training that may lead to increased income. This information is disseminated through case management conversations and through the monthly Alliance Homeless Forum, a meeting comprised of people with lived experience. Dallas College and University of North Texas – Dallas have been vital partners in connecting people to educational opportunities.

1C-4c.	Written/Formal Agreements or Partnerships with Early Childhood Services Providers.	
	NOFO Section V.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)	Yes	Yes
6.	Head Start	No	Yes
7.	Healthy Start	No	Yes
8.	Public Pre-K	No	Yes
9.	Tribal Home Visiting Program	No	No

Other (limit 150 characters)	
10.	

1C-5.	Addressing Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors—Collaboration with Federally Funded Programs and Victim Service Providers.
	NOFO Section V.B.1.e.

In the chart below select yes or no for the organizations your CoC collaborates with:

	Organizations	
1.	state domestic violence coalitions	Yes
2.	state sexual assault coalitions	Yes
3.	other organizations that help this population	Yes

1C-5a.	Collaboration with Federally Funded Programs and Victim Service Providers to Address Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.
	NOFO Section V.B.1.e.

Describe in the field below how your CoC regularly collaborates with organizations indicated in Question 1C-5 to:

1.	update CoC-wide policies; and
2.	ensure all housing and services provided in the CoC's geographic area are trauma-informed and can meet the needs of survivors.

(limit 2,500 characters)

1. The CoC's Domestic Violence Workgroup is a forum for regular collaboration with Victim Service Providers (VSPs), Domestic Violence and Sexual Assault Coalitions, and other service agencies who provide housing and services to survivors of domestic violence, dating violence, sexual assault, and stalking. This workgroup focuses on CoC policy and practice development, aiming to promote housing stability safely and securely among survivors of domestic violence. This group has updated CoC emergency transfer policies, and CoC procedures related to data sharing for enhanced care coordination, DV Coordinated Access System (CAS) access and prioritization processes. Additionally, the CoC's Executive Leadership Council (responsible for informing CoC policies) and the CoC Board (responsible for approving CoC DV policies), includes representation from a local VSP.

2. The CoC ensures housing and services provided to survivors are trauma informed and victim-centered through partnerships with VSPs and DV Coalitions. The CoC DV and RRH Workgroups (which include participation from local VSPs and DV Coalitions) inform the CoC's Annual Training Plan. This year, ongoing training and collaborative learning opportunities were provided on trauma-informed care and safety planning through Monthly Case Manager Roundtable meetings, weekly coordination meetings with housing case managers, and CoC-wide virtual and in-person trainings on trauma-informed and victim-centered service delivery.

1C-5b.	Coordinated Annual Training on Best Practices to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	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. The CoC Lead Agency establishes an Annual Training Plan for all staff working with individuals and families experiencing homelessness, which embeds topics related to best practices in safety and planning protocols in serving survivors of domestic violence. Training was held at least quarterly for staff working with survivors and equipped them to use trauma-informed and victim centered approaches in service delivery. Training topics included safety planning (assessment best practices when identifying victims' needs), promoting client choice and needs, understanding domestic violence, protecting confidentiality, data best practices, crisis intervention, trauma-informed services, risk assessment, housing rights, and laws affecting survivors of violence. The CoC Training Plan is updated annually with the Domestic Violence Workgroup. Trainings were facilitated through expert in-person opportunities and virtual forums hosted by the National Alliance to End Homelessness, the Texas Council on Family Violence, the National Resource Center on Domestic Violence, and the National Human Trafficking Resource Center. In addition to the training calendar, VSPs cross-trained general homeless service providers in targeted sessions of the monthly Case Manager Roundtable. These meetings covered topics such as safety protocols, promoting client choice, and trauma-informed and victim-centered best practices.

2. Coordinated Assessment System (CAS) staff were one of the target audiences for the training held as part of the CoC Annual Training Plan (described above). CAS staff received quarterly training on a variety of topics related to survivors of domestic violence including: best practices in assessment and safety planning; trauma-informed assessment approaches that prioritize survivors' feelings of safety, choice, and control; promoting client choice, understanding domestic violence, protecting confidentiality, data best practices, and crisis intervention.

1C-5c.	Implemented Safety Planning, Confidentiality Protocols in Your CoC's Coordinated Entry to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC's coordinated entry includes:	
1.	safety planning protocols; and	
2.	confidentiality protocols.	

(limit 2,500 characters)

1. The CoC has a Domestic Violence Workgroup that has updated Coordinated Access System (CAS) policies and procedures to ensure safety planning protocols are in place that prioritize safety, ensure confidentiality, and maximize access to community resources. All CAS access point staff are fully trained in safety planning, trauma-informed care, and victim-centered practices. CAS assessors determine appropriate interventions using pre-determined safety screening tools while considering the severity of risk and client choice. The CoC ensures that survivors have access to the broad array of resources offered in the community. This allows survivors to continue receiving services through VSP-funded projects as needed to enhance safety and confidentiality, as well as maintain access to non-VSP funded projects. The CoC has embedded safety planning protocols in CAS through:

- (a) Building safety planning conversations into the first phase of CAS assessment, utilizing a standardized triage tool;
- (b) Training all CAS Administrators on the CoC Emergency Transfer Policy and Procedures and consistent communication about the Policy with CAS participants; and
- (c) Capacity building with CAS Assessors on victim-centered and trauma-informed safety planning processes which empower survivors to decide for themselves what is safe and appropriate for them and their children.

2. Annual training on confidentiality related to survivors of domestic violence is required for all staff working directly with participants in the CoC. Confidentiality is protected at every step in the CAS process. To further support this, the CoC Lead Agency created a role for CAS assessors dedicated to supporting survivors through the CAS process. These CAS assessors added deidentified information about clients to the priority list, known as the CAS Queue, using a unique tracking number. Client level information was shared only at the time of referral into a housing program after receiving a release of information from the client. Additionally, the CoC Lead Agency employs a CAS Coordinator who works with VSPs to facilitate access to CAS services.

1C-5d.	Used De-identified Aggregate Data to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	Describe in the field below:	
	1. the de-identified aggregate data source(s) your CoC used 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. Victim Service Providers (VSPs) in our community work with the CoC Lead Agency to provide de-identified aggregate data from each of their comparable databases to assist in assessing needs related to survivors of domestic violence. Additionally, the HMIS provides an additional layer of data related to individuals and families who have identified as survivors of domestic violence, dating violence, sexual assault, and stalking who have accessed services through the general homeless response system. The CoC Lead Agency also has a CAS Coordinator who acts as a liaison to VSPs to collect de-identified assessment data, which contributes to the picture of unmet needs among this population.

2. The data outlined above is used to understand housing and service needs of survivors in our community. This information is used by the CoC to right size system resources to effectively meet those needs. Additionally, data is used to evaluate the performance of the Coordinated Access System (CAS) and the homeless response system. The Domestic Violence and CAS Workgroups, along with CoC staff, evaluate data provided from VSPs on a regular basis to measure effectiveness and ensure equity of CAS policies and processes. The data informs the Workgroups on whether the homeless service system is safely and securely promoting housing stability among survivors of domestic violence.

1C-5e.	Implemented Emergency Transfer Plan Policies and Procedures for Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	

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

1.	whether your CoC has policies and procedures that include an emergency transfer plan;
2.	the process for individuals and families to request an emergency transfer; and
3.	the process your CoC uses to respond to individuals' and families' emergency transfer requests.

(limit 2,500 characters)

1. In compliance with the Violence Against Women Act (VAWA), the CoC has an emergency transfer plan policy and related procedures. To ensure that individuals and families are made aware of the policy, the CoC requires that all providers include the policy in the standardized client file checklist used by providers. The CoC regularly provides training and instruction to services providers for how to educate program participants about the policy as part of the client intake process.

2. During the intake process, case managers are trained to communicate with all individuals and families about their rights and how to request an emergency transfer. Program participants are systematically provided documentation that outlines a step-by-step description of the process for emergency transfers in case they become victims of domestic violence, dating violence, sexual assault, or stalking.

3. Providers are trained to communicate the process for responding to emergency transfers at the time of intake and when an emergency transfer is requested. When an emergency transfer is requested, housing providers will make every effort to ensure safety for the participant(s) within their own program, while seeking another unit. If an internal transfer is deemed unsafe or not possible for any reason, the current service provider will communicate with the Coordinated Access System (CAS) administrator to process a transfer to another service provider as quickly as possible.

1C-5f.	Access to Housing for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC:	
1.	ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have safe access to all of the housing and services available within the CoC's geographic area; and	
2.	proactively identifies systemic barriers within your homeless response system that create barriers to safely house and provide services to survivors of domestic violence, dating violence, sexual assault, or stalking.	

(limit 2,500 characters)

1. The CoC's Domestic Violence Workgroup has supported the integration of DV-Specific resources into the community's Coordinated Access System (CAS) to increase permanent housing opportunities for survivors in a way that prioritizes safety, protects the confidentiality, and maximizes access to community resources. CAS assessors add deidentified information about clients to the priority list, known as the CAS Queue, using a unique tracking number. At all CAS Access Points, assessors participate in victim-centered safety planning to empower survivors to make informed decisions about their own safety and housing. Client level information is shared only at the time of referral into a housing program, after receiving a release of information from the client. The CoC Lead Agency employs a CAS Coordinator who acts as a liaison to Victim Service Providers (VSPs) to ensure participants can access services. As vacancies occur, participants are prioritized for housing resources based on the CAS prioritization policies, regardless of the vacancy being in a DV-specific or general housing program. Because specific program vacancies are managed outside of HMIS, the CAS Coordinator facilitates weekly case conference meetings for direct care staff to review and ensure the CAS process successfully moves participants through the system, collaborate on resolving barriers to housing with peers, and monitor CAS performance. Referrals for survivors are facilitated during these weekly DV CAS Queue meetings. The CoC is in the process of leveraging the FY 2022 DV Bonus CAS Project to increase the number of CAS assessors dedicated to supporting survivors through the CAS process.

2. The CoC proactively identifies systemic barriers to serving survivors by including VSPs and people with lived experience of homelessness in the planning and evaluation of CAS. The CoC also utilizes a trauma-informed approach of gathering feedback from those with lived experience to inform CAS and rehousing policies and processes. An example of this proactive approach can be seen through the addition of the CAS coordinator to support the implementation of an integrated DV CAS process. During the planning phase, feedback was gathered that indicated that for some participants, making a direct referral could place them in danger. Through community conversations, the decision was made to create a liaison position that would gather the necessary releases prior to sharing client-level information

1C-5g.	Ensuring Survivors With a Range of Lived Expertise Participate in Developing CoC-Wide Policy and Programs.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC:	
1.	ensured survivors with a range of lived expertise are involved in the development of your CoC-wide policy and programs; and	
2.	accounted for the unique and complex needs of survivors.	

(limit 2,500 characters)

1. The CoC ensured survivors with a range of lived expertise are involved in the development of CoC-wide policies and programs through participation in CoC Workgroups, listening sessions, the CoC Lived Experience Coalition (LEC), and the Youth Action Board (YAB). The LEC and the YAB are made up of people with lived experience of homelessness and domestic violence. These groups helped the CoC improve the homeless response system by supporting policy development, practice improvements, and needs and gaps analysis. Currently, there are three participants that have identified experience of homelessness and domestic violence, dating violence, or sexual assault. In the recruitment for both groups, priority was given to subpopulations identified in the CoC, including survivors of domestic violence. Each group is provided with an initial orientation with dedicated time at each meeting for additional training to support the work they are being asked to do. All participants are compensated with a local living wage of \$20 an hour for their time spent supporting the work of the CoC. LEC and YAB members were also supported to participate in CoC Workgroups which focus on evaluating, shaping, and recommending policies and practice refinements. Feedback from survivors in these settings was used to shape the housing workflow created for the expansion of Permanent Supportive Housing under the Unsheltered NOFO, complete the youth homelessness needs and gaps analysis, and create new Coordinated Access System (CAS) assessment questions.

2. The CoC accounted for the unique and complex needs of survivors who participated in the YAB and LEC in the following ways:

- Participation: Members were provided with the option to join YAB and LEC meetings remotely or in-person in a safe space that was easy to access by all members. Attendance requirements are flexible, and information is disseminated via email for those who are unable to join. Members are also given the option to participate in these groups anonymously to protect their safety and confidentiality.
- Communication: Participants identify their preferred method of communication, which provides options for the way in which survivors want to provide feedback or receive information about the group. Options discussed include communication by phone, text, email, or GroupMe.
- Payment Options: Participants choose their preferred method of payment which may include direct deposit, cash app or zelle, checks, or gift cards.

1C-6.	Addressing the Needs of Lesbian, Gay, Bisexual, Transgender and Queer+--Anti-Discrimination Policy and Training.	
	NOFO Section V.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 V.B.1.f.	
	Describe in the field below:	
1.	how your CoC regularly collaborates with LGBTQ+ and other organizations to update its CoC-wide anti-discrimination policy, as necessary to ensure all housing and services provided in the CoC are trauma-informed and able to meet the needs of LGBTQ+ individuals and families;	
2.	how your CoC assisted housing and services providers in developing project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy;	
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 regularly collaborates with LGBTQ+ and other organizations to update CoC policies, to ensure all housing and services provided in the CoC are trauma-informed and equitably meet the needs of LGBTQ+ individuals and families. The CoC's antidiscrimination policies were reviewed this year by CoC Workgroups, the Lived Experience Coalition, and the Youth Action Board. Each of these three groups include members of the LGBTQ+ community. The groups helped to draft new versions of the CoC's Fair Housing, Equal Opportunity, and Non-Discrimination Policies. New policies were drafted based on feedback from these groups and submitted to the CoC Board for approval.

2. Organizations within the CoC are expected to develop project-level antidiscrimination policies consistent with the CoC's policies on Fair Housing, Equal Opportunity, and Non-Discrimination. The CoC Lead Agency's Performance Management Team conducts regular project monitoring with CoC-funded agencies. During onsite visits, the team completed an audit of agency policies to ensure agencies had anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policies. Organizations that did not have these policies were offered training and provided individualized support to create policies that aligned with HUD and CoC requirements. The Performance Management Team also provided annual learning opportunities and trainings to ensure providers have a clear understanding of how to implement related regulations, such as HUD's Equal Access Rule and Gender Identity Final Rule.

3. The CoC Lead Agency's Performance Management Team conducts site visits with CoC members to evaluate compliance and provide technical assistance in successfully implementing CoC Policies. Compliance is also evaluated by regularly assessing the Coordinated Assessment System (CAS) performance. Examining data on referrals allows the CoC to identify whether agencies may not be appropriately implementing the Equal Access Rule.

4. The CoC Lead Agency's Performance Management Team is charged with evaluating and addressing any non-compliance related to anti-discrimination. When non-compliance is identified, organizations are placed on a Performance Improvement Plan (PIP) until the organization has resolved the findings. Through the PIP, the Lead Agency works closely with the organization to provide individualized training and technical support to ensure the organization resolves non-compliance findings promptly

1C-7.	Public Housing Agencies within Your CoC's Geographic Area--New Admissions--General/Limited Preference--Moving On Strategy.	
	NOFO Section V.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 current 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 2022 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?
Housing Authority of the City of Dallas	80%	Yes-Both	No
Dallas County Housing Assistance Program	100%	Yes-Both	Yes

1C-7a.	Written Policies on Homeless Admission Preferences with PHAs.	
	NOFO Section V.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)

The CoC has continued to collaborate with the two largest PHAs in the region this year to build on the general homeless preferences established to implement a limited preference for households referred through the CoC's Coordinated Access System (CAS). Building from the partnerships established during the administration of the Emergency Housing Voucher (EHV) program, the CoC Lead Agency worked with both housing authorities to develop formal Memorandums of Understanding (MOUs) and determine the number of vouchers that could be set-aside for the limited preference. Multiple discussions were held with these partners during CoC Board meetings, PSH Pipeline Strategy Workgroup meetings, individual meetings, and joint work sessions with the CoC Lead Agency, PHA, and Federal representatives from the White House All Inside Initiative. These meetings were an opportunity to explore the mutual benefits of centrally coordinating referrals to vouchers from CAS and pairing those subsidies with CoC-funded supportive services. These sessions also incorporated joint planning to evaluate the voucher issuance and lease up process, identify CoC and PHA process refinements and improvements, and implement solutions to ensure access to vouchers is as streamlined as possible for people experiencing homelessness.

These efforts resulted in a completed MOU between the CoC Lead Agency and Dallas County, as well as one currently being finalized with Dallas Housing Authority. Changes were also made to PHA administration plans. The limited preference with the County commits 100 vouchers annually for households who:

- Meet the federal definition of homelessness or are transitioning from a CoC permanent housing program (such as Permanent Supportive Housing or Rapid Rehousing), and
- Are referred through the CoC's Coordinated Access System (CAS), by CoC Lead Agency.

The MOU captures the critical roles and responsibilities of each entity in the voucher lease up process. Commitments were made by partners to:

- establish a lead point of contact for cross-communication about voucher referrals and lease-up;
- timely review and approval of voucher applications, rental assistance contracts, inspections, and payments to landlords;
- support applicants to complete voucher applications and obtain necessary documentation; and
- ensure housing search assistance and supportive services/case management is provided.

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.		

1C-7c.	Include Units from PHA Administered Programs in Your CoC's Coordinated Entry. NOFO Section V.B.1.g.	
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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)	Yes
3.	Housing Choice Voucher (HCV)	Yes
4.	HUD-Veterans Affairs Supportive Housing (HUD-VASH)	Yes
5.	Mainstream Vouchers	Yes
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 V.B.1.g.	
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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.	Stability Vouchers, FUP, HUD-VASH

1C-7e.	Coordinating with PHA(s) to Apply for or Implement HCV Dedicated to Homelessness Including Emergency Housing Voucher (EHV). NOFO Section V.B.1.g.	
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	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
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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
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	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.	
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PHA	
Dallas Housing Au...	
Dallas County Hou...	
City of Mesquite	
City of Grand Pra...	

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

Name of PHA: Dallas Housing Authority

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

Name of PHA: Dallas County Housing Authority

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

Name of PHA: City of Mesquite

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

Name of PHA: City of Grand Prairie Housing

1D. Coordination and Engagement Cont'd

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1D-1.	Discharge Planning Coordination.	
	NOFO Section V.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 V.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 2023 CoC Program Competition.	24
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 2023 CoC Program Competition that have adopted the Housing First approach.	24
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 2023 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 V.B.1.i.	

You must upload the Housing First Evaluation attachment to the 4B. Attachments Screen.

	Describe in the field below:
1.	how your CoC evaluates every project—where the applicant checks Housing First on their project application—to determine if they are 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 your local CoC competition to ensure the projects are using a Housing First approach.

(limit 2,500 characters)

1. Projects are evaluated on the extent to which they deliver services in alignment with Housing First (HF) standards, which are prescribed by CoC HF Policies and the CoC's standardized program models. There are multiple ways the CoC conducts Housing First evaluations. During the local CoC Competition, renewal projects complete a self-assessment using HUD's Housing First Assessment Tool and are scored on performance metrics related to Housing First. Projects that are not in compliance with HF standards or that score below CoC performance thresholds are required to work with the CoC Lead Agency on a Performance Improvement Plan. New CoC project applicants are required to provide descriptions of the HF practices they will employ, with details about how the project will ensure there are no preconditions or barriers into the program, housing, or services. Applicants must provide examples of their experience utilizing a HF approach to ensure the accuracy of their selection on the application.

2. When evaluating HF implementation, the following factors are considered:
a. Performance outcomes (length of time to housing, the number exits prior to move-in, successful placement and retention in permanent housing)
b. Coordinated Assessment System (Are referral rejections related to lack of income, complex needs, sobriety, criminal background, rental history, or other unnecessary conditions)
c. Policies and Procedures (P&P) (Do program P&P indicate unnecessary conditions to service?)

3. Outside of the CoC competition, HF is evaluated through bi-annual performance reports that are sent to all CoC agencies and include metrics that indicate the degree to which projects are prioritizing rapid placement and stabilization in permanent housing. Projects that do not meet performance thresholds (as outlined in the CoC Performance Management Plan), are placed on a Performance Improvement Plan (PIP), co-created with the CoC Lead Agency. A targeted package of training and technical assistance is provided to those agencies to support improvement. The Lead Agency completes an audit of agency P&P to assess alignment with HF standards. The CoC Coordinated Access System also regularly audits eligibility criteria of participating projects. Agencies are provided technical assistance to reduce eligibility criteria to only those that are regulatory requirements. These evaluations inform the CoC's Annual Training Plan, which includes topics rooted in Housing First principles.

1D-3.	Street Outreach—Scope.	
	NOFO Section V.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 CoC's Street Outreach Workgroup co-created a Coordinated Outreach Strategy, which brought together staff from organizations across the CoC to deliver a standardized, housing-focused, and comprehensive outreach response. The strategy identifies staffing assignments, geographic coverage, and protocols for matching individuals to housing. Mobile assessors from the CoC's Coordinated Access System (CAS) are included in each outreach team to accelerate housing placements directly from unsheltered locations. Several strategies have been employed to ensure all persons experiencing unsheltered homelessness are identified and engaged:
 - a. Outreach teams are representative of the culturally and ethnically diverse communities of people living unsheltered;
 - b. Many Outreach staff have lived experience of homelessness, which supports meaningful engagement with those who may otherwise have been resistant to accepting assistance;
 - c. Teams are assigned to a specific geographical area to optimize coverage;
 - d. Behavioral Health (BH) Care Coordinators and Peers are integrated into the Coordinated Outreach Team to support engagement with people who have serious mental health issues or are in crisis;
 - e. Coordination meetings are held to reduce duplication of services, streamline collection of critical documents, and identify unsheltered individuals who need documentation for housing.
2. Street Outreach covers 100% of the region. The annual Point In Time Count is leveraged to identify new hot spots that teams can target within their geographical zone.
3. Street outreach is conducted daily.
4. Several strategies have been employed to tailor Street Outreach to people who are least likely to request assistance. Street Outreach serves as a mobile access point for the Coordinated Access System (CAS) so that participants are not required to physically go to an access point location and offer a wide variety of supportive services. The CoC also leads an effort to prioritize and target encampments, in order to offer housing to all residents, the majority of whom have been living outside for very long periods. Following a Housing First Approach, residents are actively engaged and supported to move into permanent housing. The CoC's Coordinated Outreach Strategy described above was also created to ensure outreach teams provide consistent and effective engagement to people living unsheltered who are disconnected from services.

1D-4.	Strategies to Prevent Criminalization of Homelessness.	
	NOFO Section V.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:

	Your CoC's Strategies	Ensure Homelessness is not Criminalized	Reverse Existing Criminalization Policies
1.	Engaged/educated local policymakers	Yes	Yes
2.	Engaged/educated law enforcement	Yes	Yes
3.	Engaged/educated local business leaders	Yes	Yes
4.	Implemented community wide plans	Yes	No
5.	Other:(limit 500 characters)		

1D-5.	Rapid Rehousing–RRH Beds as Reported in the Housing Inventory Count (HIC) or Longitudinal Data from HMIS.	
	NOFO Section V.B.1.i.	

		HIC Longitudinal HMIS Data	2022	2023
	Enter the total number of RRH beds available to serve all populations as reported in the HIC or the number of households served per longitudinal HMIS data, e.g., APR.	HIC	1,092	1,251

1D-6.	Mainstream Benefits–CoC Annual Training of Project Staff.	
	NOFO Section V.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:

	Mainstream Benefits	CoC Provides Annual Training?
1.	Food Stamps	Yes
2.	SSI–Supplemental Security Income	Yes
3.	SSDI–Social Security Disability Insurance	Yes
4.	TANF–Temporary Assistance for Needy Families	Yes
5.	Substance Use Disorder Programs	Yes
6.	Employment Assistance Programs	Yes
7.	Other (limit 150 characters)	

1D-6a.	Information and Training on Mainstream Benefits and Other Assistance.	
	NOFO Section V.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, SSDI, 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 Lead Agency provides information on mainstream resources during weekly Housing Coordination Meetings, monthly Case Manager Roundtable, monthly CoC General Assembly meetings, and the monthly Alliance Homeless Forum for persons experiencing homelessness. This year, these forums were also utilized to share information about Dallas Rental Assistance Collaborative eviction prevention assistance and public transportation available to persons experiencing homelessness.
2. The CoC has collaborated with the local Behavioral Health Authority this year to integrate the Behavioral Healthcare system into the CoC's Coordinated Access System (CAS) and rehousing system. Behavioral Health Care Coordinators, as well as Parkland Healthcare for the Homeless clinic staff, are integrated into CAS Access Points, beginning with Street Outreach. These staff connect program participants to behavioral healthcare or primary healthcare services of their choice at any point before, during, or after the rehousing process. The CoC is creating a 'no wrong door' approach to accessing healthcare services. The CoC is also ensuring that all new PSH coming online is paired with a comprehensive suite of supportive services through partnerships with Parkland's Federally Qualified Health Center to provide access to primary healthcare services and establishing new Housing First Assertive Community Treatment (ACT) and Intensive Case Management (ICM) teams. Housing First ACT and ICM are evidence-based treatments that provide multidisciplinary, in-home support for people with behavioral health diagnoses and complex health needs who are unhoused.
3. The CoC Lead Agency partners with SAMHSA to bring SOAR information and resources to the CoC's monthly Case Manager Roundtable meetings each year. Staff provide case managers with information about how to become SOAR certified, steps for completing benefits applications with their clients, and where to go for additional help in working with clients. This has increased the number of accurate and complete applications being submitted by case managers in the community. The CoC will also now has direct access to SOAR specialists through the new partnership established with the local Behavioral Healthcare Authority described above.

1D-7.	Increasing Capacity for Non-Congregate Sheltering.	
	NOFO Section V.B.1.n.	
	Describe in the field below how your CoC is increasing its capacity to provide non-congregate sheltering.	
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(limit 2,500 characters)

The CoC has continued to increase its capacity to provide non-congregate sheltering versus congregate shelter in multiple ways. All new shelter expansions for families and individuals are utilizing only non-congregate facilities. The City of Dallas partnered with Family Gateway (the main family provider in the CoC) to purchase and now operate a hotel to expand non-congregate shelter space for families. This provides protection from infectious disease as necessary, but also provides a flexible option for overflow shelter space to meet surges in demand for shelter. One of the CoC's largest homeless services providers is also in the process of designing and building a substantial amount of non-congregate shelter over the next two years for both families and individuals. This includes 168 emergency shelter beds, 104 behavioral health treatment beds, and 328 interim housing beds to come online in 2026.

The family homeless response system has also been testing the use of non-congregate hoteling this year as part of the roll out of a refined Systemwide Diversion model. Families who are on a pathway to diversion and have identified permanent housing solutions, are provided with very short-term stays (a few days) in hotels as they are waiting for the permanent option to become available.

Non-congregate shelter options have also been provided in discrete instances as part of the CoC's Encampment Decommissioning effort. Residents who were on a housing pathway and had complex support needs were offered hotel rooms for short-term stays while the Housing Location team finalized the lease-up process with landlords and the housing authority. Offering an alternative to traditional shelters encouraged encampment residents to stay engaged with outreach staff during this re-housing process. Hotel stays were also provided to all residents of a large encampment that closed suddenly due to public safety issues. Residents were supported to move into a hotel, and then into permanent housing as housing units became available.

ID-8.	Partnerships with Public Health Agencies—Collaborating to Respond to and Prevent Spread of Infectious Diseases.	
	NOFO Section V.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. The CoC coordinated with the City of Dallas, Dallas County Health and Human Services (the county public health department), and Parkland Health (the public hospital under Dallas County's jurisdiction) to codesign procedures during COVID-19 and Monkeypox outbreaks which provided the playbook for future infection control responses. This includes collaborating on detailed COVID-19 testing procedures for specific populations, infection control procedures for inclement weather facilities, and isolation and quarantine procedures for County and city-run sheltering facilities. Each of these representatives is also a member of the CoC Board and regularly provides up to-date information to the Lead Agency about infectious disease prevention measures, particularly when modifications to procedures are necessary.

2. The CoC is collaborating with Dallas County Health and Human Services to finalize a data sharing agreement and data sharing strategies to prevent disease outbreaks among people experiencing homelessness. The CoC and Dallas County are partnering to identify people being served by the homeless response system who have tested positive for an infectious disease so that can be connected to healthcare. The County partners with the CoC to determine community risk for infectious disease transmission and to collaborate on response plans with providers. For example, during last year's Monkeypox outbreak, the CoC Lead Agency coordinated with the city and county to quickly disseminate information to congregate shelter providers about infection control measures. A webinar was hosted with these providers, along with representatives from the CDC and HUD to provide real-time guidance related to disease prevention and response strategies. The CoC Lead Agency coordinates with Dallas County to disseminate guidance about infectious disease prevention strategies through meetings with service providers. During COVID the CoC also partnered with Parkland Health to coordinate vaccination events at multiple CoC Housing Fair events to prevent the spread of COVID-19 among people experiencing homelessness. In addition to providing vaccines, the CoC and Parkland Health engaged with clients about how to slow the spread of COVID-19 as well as prevention measures for reducing risks of other infectious diseases.

ID-8a.	Collaboration With Public Health Agencies on Infectious Diseases.	
	NOFO Section V.B.1.o.	

	Describe in the field below how your CoC:
1.	shared information related to public health measures and homelessness, and
2.	facilitated 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. The CoC used various methods to communicate information to homeless service providers about public health measures, particularly COVID-19 and Monkeypox. Information about issues such as disease transmission, infection control measures, and response procedures was shared through CoC General Assembly meetings, CoC webinars, and through targeted technical assistance with agencies. The CoC also partnered with Parkland Health to host vaccination clinics during Housing Fair events to educate people experiencing homelessness about disease prevention measures.

2. The CoC Lead Agency met regularly with Dallas County Health and Human Services to determine community risk for infectious disease transmission and collaborate on response plans with providers. When pertinent information about infection control measures needs to be shared directly with service providers, the CoC facilitates communication between Dallas County and service providers in several ways. The CoC coordinates webinars, as well as virtual and onsite meetings with provider agencies, and Parkland Health provides public health education through its Healthcare for the Homeless clinic (Homeless Outreach Medical Services (HOMES) program), which works with street outreach and shelter providers to deliver mobile healthcare to people experiencing homelessness.

1D-9.	Centralized or Coordinated Entry System—Assessment Process.	
	NOFO Section V.B.1.p.	
	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's Coordinated Assessment System (CAS) is operated through a multi-site access model, covering 100% of the CoC's geographic area. Participants access services in a variety of ways: remotely over the phone; through Street Outreach Mobile Assessors; or in-person at designated shelters. The CoC also operates the Homeless Crisis Helpline, which directs callers experiencing homelessness to CAS Access Points near them.

2. CAS utilizes a standardized and phased assessment process to collect information necessary to determine the severity of need and eligibility for housing and related services. Each segment of the assessment process builds on the previous step to reduce the trauma of retelling personal stories multiple times. CAS Policies and Procedures establish the information collected from program participants and a standardized timeline related to each assessment phase: Initial Triage, Diversion Screening, the Initial CAS Assessment, and the Comprehensive Assessment. Case conferencing is also used to discuss referrals, particularly when providers assess that a more appropriate intervention is needed for a participant.

3. The CoC regularly updates CAS based on feedback from participating projects and households served. The CoC's CAS Workgroup was established to monitor the efficacy and effectiveness of CAS and to modify CAS Policies to support system improvements. Based on this ongoing assessment process, the Workgroup develops a strategic plan which outlines CAS refinements that the group will prioritize over the upcoming 12 months. The strategic plan includes a comprehensive CAS evaluation, which is a deep dive into quantitative and qualitative performance data from people served through CAS. The CoC has established a Lived Experience Coalition (LEC), which is formally integrated into CAS evaluations. Additionally, the CoC Lead Agency hosts focus groups at least quarterly with individuals who have been served by the system. Feedback gathered in those sessions are shared anonymously with the appropriate workgroups, including the CAS workgroup to further understand updates that can be made to the system to improve the experience of the people that we serve.

1D-9a.	Program Participant-Centered Approach to Centralized or Coordinated Entry.	
	NOFO Section V.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. The CoC's Coordinated Access System (CAS) reaches people who are least likely to seek out assistance by
•utilizing a multi-site access model with many locations and methods of access (virtual, mobile, or onsite)

•coordination with community agencies to identify people experiencing homelessness such as hospitals and behavioral health clinics;
•targeted outreach and rehousing efforts at long-standing encampments
Additionally, the CoC partnered with the NTX Behavioral Health Authority to integrate Behavioral Health (BH) Care staff and Peer Support into Access Points, starting with Street Outreach. These staff help to engage people with serious BH issues and complex support needs in the rehousing process, while making connections to BH services as needed.

2. CAS is designed to prioritize people most in need. Assessments are used to identify a person's level of vulnerability based on the risk of death, continued homelessness, and service needs. Assessment results and factors such as length of time homeless, disability, unsheltered homelessness at encampments, and veteran status establish priority for vacancies in housing programs.

3. The CoC has made investments to ensure CAS is equipped to shorten the time participants remain homeless. Centralized housing supports have been established to accelerate placements for people who are matched to housing including landlord engagement, housing navigation and location support, as well as establishing the Flex Fund to pay for expenses that reduce barriers to housing. Weekly coordination meetings with providers are used to identify ways to shorten the time participants remain homeless. CAS provides a pathway from unsheltered locations to permanent housing to ensure encampment residents can be housed quickly. This includes providing mobile assessors and prioritizing people living in encampments for housing resources in CAS policy.

4. The CoC has taken several steps to reduce the burden on people accessing CAS. Through the development of a new software application, the CoC has streamlined the process and cut down on unnecessary questioning. The CoC has also reduced the need for individuals to travel to an in-person Access Point to receive services; CAS is available through Mobile Access Points and by phone through our Homeless Crisis Help Line. In addition, all Coordinated Outreach Teams include Mobile Assessors and the CoC tracks performance on engaging and getting people assessed for housing resources.

1D-9b.	Informing Program Participant about Rights and Remedies through Centralized or Coordinated Entry—Reporting Violations.	
	NOFO Section V.B.1.p.	

	Describe in the field below how your CoC through its centralized or coordinated entry:
1.	affirmatively markets housing and services provided within the CoC's geographic area and ensures it reaches all persons experiencing homelessness;
2.	informs program participants of their rights and remedies available under federal, state, and local fair housing and civil rights laws; and
3.	reports any conditions or actions that impede fair housing choice for current or prospective program participants to the jurisdiction(s) responsible for certifying consistency with the Consolidated Plan.

(limit 2,500 characters)

1. The CoC ensures housing and services available through the CoC's Coordinated Access System (CAS) are affirmatively marketed to all eligible persons regardless of race, color, national origin, religion, sex, age, familial status, marital status, handicap, actual or perceived sexual orientation, or gender identity. All eligible persons in Dallas and Collin County have access to the CAS process regardless of the location or method by which they access the crisis response system. The CoC Lead Agency operates a toll-free number that routes households to Access Points and information based on their needs or household type. The Homeless Crisis Helpline operates as the primary virtual Access Point to assist participants with connecting to crisis services and housing resources. The Homeless Crisis Helpline is widely marketed on the CoC's public website, on City and County websites, and to social service agencies, Independent School Districts, hospitals, housing agencies, and service providers.

2. The CoC's CAS has an established process, entitled Program Participant Grievance Policy by which anyone who believes that they were discriminated against or otherwise treated unfairly can file a non-discrimination complaint or an appeal, as appropriate. The Program Participant Grievance Policy is displayed at Access Points and CAS referral sites so CAS participants understand their rights under federal, state, and local fair housing and civil rights laws.

3. The CoC Lead Agency meets quarterly with local jurisdictions to discuss CoC Annual Priorities and collaborate more effectively on the Consolidated Planning efforts. All providers that receive referrals from CAS are expected to comply with all applicable state and Federal civil rights and fair housing laws and requirements and understand that failure to comply will result in the appropriate action. While the CoC has not had to report any fair housing issues this year, there is a process in place to report impediments to fair housing to the State of Texas, as well as to the impacted Jurisdictions. This information can be used in the State's The Analysis of Impediments to Fair Housing Choice, which identifies impediments to fair housing choice in the State of Texas and action steps that the State intends to take to address identified impediments. It can also be used for Consolidated Plan updates.

1D-10.	Advancing Racial Equity in Homelessness—Conducting Assessment.	
	NOFO Section V.B.1.q.	

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.	07/25/2023

1D-10a.	Process for Analyzing Racial Disparities—Identified Racial Disparities in Provision or Outcomes of Homeless Assistance.	
	NOFO Section V.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 Lead Agency produces quarterly performance reports at the system level and the project type level. These reports include key performance metrics that are disaggregated by race and ethnicity, to enable quarterly analysis and identification of racial disparities in the provision of homeless system outcomes and services. Performance reports look at key measures such as project enrollments, length of time to housing move in, placements in permanent housing, and returns to homelessness. Data on enrollments and placements in permanent housing is compared to data on the population of people in the Point in Time Count, the HMIS, and the Coordinated Access System population to identify disparities in CAS outcomes and underserved communities. In addition, the CoC has a Performance Dashboard for its largest communitywide housing initiative, which includes an equity tab that provides real time data on these equity measures. Performance reports are shared quarterly with relevant CoC Workgroups, the CoC Executive Council, the CoC Board, and the Racial Equity Workgroup. These groups discuss the results, identify racial disparities in outcomes, interpret findings in partnership with members of the Lived Experience Coalition and other people with lived expertise, and determine strategies for making improvement in key areas. Individual agency reports (that prioritize racial equity measures) are sent bi-annually and are used to identify agencies that need Performance Improvement Plans.

2. Continued analysis shows that in our CoC, Black households are being enrolled and placed into housing programs at higher rates than other groups. Black households make up 59.5% of the total homeless population while quarterly data is showing approximately 70% of households being placed in housing identify as Black. Through regular analysis, disparities that exist are being addressed and progress has been made. Last year, Black households moved into housing an average of 20 days slower than White households. In the first two quarters of 2023, this disparity is only 1 day, with Black households being housed sooner. Disparities can be seen among American Indian, Alaskan Native, Native Hawaiian, and Pacific Islander households. However, the universe of this population is very small, making it challenging to draw sound conclusions from the findings.

1D-10b.	Implemented Strategies that Address Racial Disparities.	
	NOFO Section V.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.	Yes
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.	Our CoC has adopted an equity statement that helps align and prioritize CoC initiatives across various organizations and programs. Representation in the Racial Equity workgroup includes partners from various systems including the faith-based community, education, juvenile justice system, our homeless response system, and people with lived expertise. This helps us center equity across systems and further our overall mission on making the experience of homelessness rare, brief, and nonrecurring.	Yes

1D-10c.	Implemented Strategies that Address Known Disparities.	
	NOFO Section V.B.1.q.	

Describe in the field below the steps your CoC is taking to address the disparities identified in the provision or outcomes of homeless assistance.

(limit 2,500 characters)

The CoC identified two areas where major racial disparities have existed. Black and Indigenous households are in housing search longer and are denied by projects receiving CAS referrals at higher rates than other groups. Intentional actions have been taken to address these disparities:

- A Centralized Housing Location Team, employed by the CoC Lead Agency is charged with identifying housing options for program participants and negotiating with landlords to lower rental criteria. This reduces the impact of bias by landlords who disproportionately screen out Black and Indigenous households.
- System-wide Housing Navigation is provided to program participants who are matched to housing interventions. As a symptom of several social and economic inequities and biases in mainstream systems, CAS data shows that Black households were more likely to lack critical documentation required by landlords and housing authorities to enter permanent housing. Housing Navigators assist participants with document collection and through the lease-up process to close the racial gap in the length of time it takes to move back into housing.
- CAS data on referral rejections was presented to CoC housing providers, which showed the rejections were disproportionately experienced by Black and Indigenous households. Agency leaders worked with the CoC Performance Management team to streamline eligibility, intake, and enrollment policies and procedures and improve housing access.
- Performance reviews and monitoring have allowed action to be taken directly with providers and/or programs where racial disparities exist. Bi-annual performance reports are broken out by race and ethnicity and illuminate racial disparities. Oftentimes overall performance challenges or failure to comply with Housing First standards disproportionately effects Black and Indigenous households. Individualized Performance Improvement Plans are co-created with the CoC Lead Agency to ensure that overall performance and racial equity improves.

1D-10d.	Tracked Progress on Preventing or Eliminating Disparities.	
	NOFO Section V.B.1.q.	
	Describe in the field below:	
	1. the measures your CoC has in place to track progress on preventing or eliminating disparities in the provision or outcomes of homeless assistance; and	
	2. the tools your CoC uses.	

(limit 2,500 characters)

1. The CoC recognizes the importance of intentional efforts to prevent and eliminate racial and ethnic disparities. This is evidenced by the measures being taken to identify and track progress including:

- Monitoring racial equity outcomes through bi-annual progress reporting at the project-level, as well as quarterly reporting at the project type- and system-level (which includes Coordinated Access System (CAS) performance). Each report disaggregates outcomes by race and ethnicity allowing us to identify, address, and track progress on eliminating disparities in our community;
- Quarterly analysis of project type- and system-level data with relevant CoC Workgroups, the Lived Experience Coalition and Youth Action Board, and the CoC Executive Council to better understand why disparities exists and what steps are needed to improve equity in service delivery and outcomes;
- Annual evaluation and equity audit of the CAS shows us the extent to which the system is designed and implemented equitably;
- Qualitative Data is gathered through focus groups, listening sessions, and the CoC's Lived Experience Coalition and Youth Action Board throughout the year to further understand the impact of housing and services provided in the CoC.

2. The CoC's primary sources of data are HMIS, the Coordinated Access System (CAS), the Point in Time (PIT) report, the U.S. Census Bureau report, and the Communitywide Performance Dashboard. Using multiple data sources allows for comparison between the general population, the homeless population, population of people in the homeless response system, and the population being matched to housing resources in the CoC. An eligibility matrix is also used in assessing CAS which helps to identify eligibility requirements that may disproportionately screen out people of color.

1D-11.	Involving Individuals with Lived Experience of Homelessness in Service Delivery and Decisionmaking—CoC's Outreach Efforts.	
	NOFO Section V.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)

As a core priority, the CoC has continually improved outreach efforts to engage people with lived experience of homelessness to participate in planning, development, decision-making, and leadership roles across the full homeless response system. These opportunities are shared through the CoC Newsletter, CoC General Assembly meetings, CoC workgroups, and partner agency newsletter and social media pages. The following outreach efforts were also taken this year:

- The CoC Lead Agency participates in a program of the Dallas Library System called Coffee and Conversations once a week to gain connections with those who are currently experiencing a housing crisis. In these sessions, staff build relationships with the people served by the homeless response system and share opportunities to be involved with the CoC.
- The Alliance Homeless Forum (AHF) is a monthly forum for people who have experienced homelessness to participate in CoC planning and provide feedback on CoC services. The opportunity for participation in this group is advertised through social media platforms, the CoC Newsletter, and shared by CoC providers. Flyers are also disseminated at shelters and other service provider locations.
- The Youth Action Board (YAB) recruits new members through word of mouth, disseminating flyers at youth events, as well as through social media and agency newsletters. Each flyer includes a QR code, where youth can complete an interest form and receive more information about the group.
- Lived Experience Coalition (LEC) continues to recruit through existing spaces listed above and through word of mouth from current members.

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

You must upload the Letter Signed by Working Group attachment to the 4B. Attachments Screen.

Enter in the chart below the number of people with lived experience who currently participate in your CoC under the four 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 in the decisionmaking processes related to addressing homelessness.	17	7
2.	Participate on CoC committees, subcommittees, or workgroups.	8	5
3.	Included in the development or revision of your CoC's local competition rating factors.	2	2
4.	Included in the development or revision of your CoC's coordinated entry process.	17	7

1D-11b.	Professional Development and Employment Opportunities for Individuals with Lived Experience of Homelessness.	
	NOFO Section V.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)

There are several ways the CoC and CoC membership organizations provide professional development and employment opportunities to individuals with lived experience of homelessness. These include:

- Employing people with lived experience of homelessness to deliver services: Persons with lived experience have been hired throughout Street Outreach, Rapid Rehousing, and Permanent Supportive Housing programs in the CoC in roles ranging from peer support specialists, case managers, and program managers.
- Providing Lived Experience Coalition (LEC) and Youth Action Board members with professional development opportunities: When new members of the LEC and YAB join, they are asked about their personal and professional goals and are supported to work on CoC projects that align with these ambitions. Members also receive a full orientation and training on the homeless response system to enhance their ability to fully participate in CoC planning, and space is created in meetings for shared learning to promote ongoing growth. Additionally, members of the LEC and YAB are offered opportunities to co-present at conferences on ending homelessness. This year, YAB members co-presented with the CoC Lead Agency at the Texas Homeless Network Conferences in 2023.
- Partnering with staffing agencies who specialize in working with underserved communities: First Step, who provides an alternative staffing model that helps people with barriers to employment reenter the labor market, has opened a Dallas office. CoC agencies create a referral network for employment opportunities from housing assistance programs.
- Partnering with institutions and corporations interested in providing supported employment and workforce development opportunities: The CoC works with Texas Health Dallas, which has worked with local service providers to provide healthcare-related employment to over a hundred people with experience of homelessness who are reentering the workforce. The CoC supports referrals into the program from CoC member agencies.

1D-11c.	Routinely Gathering Feedback and Addressing Challenges of Individuals with Lived Experience of Homelessness.	
	NOFO Section V.B.1.r.	
	Describe in the field below:	
1.	how your CoC routinely gathers feedback from people experiencing homelessness;	
2.	how your CoC routinely gathers feedback from people who have received assistance through the CoC or ESG Programs; and	
3.	the steps your CoC has taken to address challenges raised by people with lived experience of homelessness.	

(limit 2,500 characters)

1. The CoC routinely gathers feedback from people experiencing homelessness through by-weekly meetings with the Youth Action Board and Lived Experience Coalition, monthly meetings with the Alliance Homeless Forum, and weekly "Coffee and Conversations" sessions at the Dallas Library. People with lived experience also participate in weekly CoC Workgroup meetings to provide feedback and help refine rehousing system polies and programs. Monthly CoC General Assembly meetings also carve out space for people to share their experiences and feedback on system challenges and opportunities.

2. The CoC Lead Agency regularly holds focus groups and listening sessions with participants who have recently been served by the homeless response system. The sessions focus on gathering information to inform improvements strategies for each core component of the rehousing system – Street Outreach, Encampment Decommissioning, Emergency Shelter, Coordinated Access (CAS), Rapid Rehousing, and Permanent Supportive Housing. These sessions offer an option for people to provide feedback anonymously and have led to several refinements to service delivery. All participants are compensated for their time.

3. The CoC has made several changes to the homeless response system based on feedback and challenges shared by people experiencing homelessness. Steps taken by the CoC include:

- a. Streamlining the CoC's Centralized Flex Fund to ensure all participants receive the same level of support for housing, regardless of the project they are connected to;
- b. Designing strategies to improve engagement with people living at encampments who have serious mental health and behavioral health challenges;
- c. Refining the process of connecting households to Housing Navigation to ensure Housing Case Managers (who will be providing ongoing care to clients) are working alongside the Navigators. This aims to reduce trauma (revealed by people with lived expertise) resulting from service providers abruptly coming in and out of clients' lives; and
- d. Partnering with healthcare providers who can be on-site at encampments during the rehousing process to provide direct access to services (healthcare, connection to benefits, and collection of critical documentation), reducing barriers to access among residents who are hesitant to leave belongings at the encampment, have limited mobility, or lack transportation options.

1D-12.	Increasing Affordable Housing Supply. NOFO Section V.B.1.t.	
	Describe in the field below at least 2 steps your CoC has taken in the past 12 months to 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. In the past 12 months, the CoC has taken steps to engage the City of Dallas on issues related to the creation of more affordable housing, including reforming zoning and land use policies. The CoC participates in several coalition-building efforts to increase affordable housing supply. These efforts and participation include direct engagement with elected officials and speaking during City Council meetings to focus on the creation and maintenance of affordable housing stock, including through reforming zoning and land use policies. The CoC participated in the creation of an anti-displacement toolkit and in the newly developed Dallas Housing Coalition that is advocating for affordable housing investments in an upcoming local bond. During community meetings, the CoC Lead Agency lends its voice and advocacy towards the development of deeply affordable housing and provides valuable data and feedback to the Housing Department on the City of Dallas housing plan. This feedback includes the unique needs of our unhoused neighbors, suggested policies and zoning changes that could help increase density, reduce housing costs, and streamline housing development processes. Our CoC also participates as a thought partner on land-reforming zoning and land use policies to area developers and with Bank of America as one of the largest lenders in our community to propose initiatives and efforts that would expand home ownership and increase housing development.

2. In the past 12 months, the CoC has taken steps to engage the City of Dallas on issues related to the creation of more affordable housing, including reducing barriers to housing development. Regulatory barriers are often cited as reasons that investors sway away from new housing development. The CoC continues to work with a broad array of stakeholders (including the City of Dallas and the Dallas Housing Coalition) to inform the local Mixed-Income Housing Development Bonus. The CoC also hosts a series of “Hard Conversations” that aim to promote public dialogue and shared learning about critical affordable housing policies, including regulatory barriers to housing development.

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

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

1.	Enter your CoC's local competition submission deadline date for New Project applicants to submit their project applications to your CoC—meaning the date your CoC published the deadline.	08/04/2023
2.	Enter the date your CoC published the deadline for Renewal Project applicants to submit their project applications to your CoC's local competition—meaning the date your CoC published the deadline.	08/04/2023

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 V.B.2.a., 2.b., 2.c., 2.d., and 2.e.	
	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
6.	Provided points for projects based on the degree the projects 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.	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 V.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)?	180
2.	How many renewal projects did your CoC submit?	23
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 V.B.2.d.	

Describe in the field below:

1.	how your CoC 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. Data from HMIS (and comparable databases) was used to populate the Renewal Scorecard with aggregate data. The Renewal Scorecard measured projects' ability to successfully house participants in Permanent Housing (PH) through collecting data on the length of time (LOT) between enrollment to move in, % of households who moved into, remained, and were exited to PH. New projects were asked to provide their plan for quickly housing participants, with evidence of their related experience.

2. Renewal Scorecard measures included the LOT from referral to enrollment, and the LOT between enrollment and housing move-in. Community averages were used to establish performance thresholds for each measure on the Scorecard. Projects with a LOT at or below the community threshold received full points, while those who had a longer LOT did not receive points but had the opportunity to provide detailed comments explaining challenges faced in identifying housing quickly. These comments were considered in Ranking decisions to ensure projects serving the most vulnerable populations were ranked equitably.

3. The CoC considered the severity of needs in the Review and Ranking process. The CoC expects that each program will have outliers who are much easier or harder to serve, and using averages allows us to see an overall picture of the project. Programs serving the most vulnerable people may have lower performance caused by acute service needs. Comments are used on Renewal Scorecards to provide details about the indicated performance. These details, such as the needs of the population served by the program, are considered in Ranking decisions. Including metrics on referral rejections and the % of households enrolled in programs who move in, ensures projects continue to house people with the most severe support needs.

4. Applicants were encouraged to use the comment section of Renewal Scorecards to detail related challenges that resulted in low performance. These comments were reviewed by the Independent Review Committee (IRC) to understand specific challenges faced by the project. Challenges articulated included lack of income, behavioral health challenges, family size, adverse criminal and/or rental history, and lack of housing availability in the area. The Reallocation and Ranking policies gave the IRC the authority to identify projects for targeted training and technical assistance provided by the Lead Agency through a Performance Improvement Plan.

1E-3.	Advancing Racial Equity through Participation of Over-Represented Populations in the Local Competition Review and Ranking Process.	
	NOFO Section V.B.2.e.	
	Describe in the field below:	
1.	how your CoC used the input from persons of different races and ethnicities, particularly those over-represented in the local homelessness population, to determine the rating factors used to review project applications;	
2.	how your CoC included persons of different races and ethnicities, particularly those over-represented in the local homelessness population in the review, selection, and ranking process; and	
3.	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.	
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(limit 2,500 characters)

1. According to the 2023 PIT Count, 59.5% of persons experiencing homelessness identified as Black while census data shows Black households accounted for only 24% of households in Dallas County and 10% in Collin County. The CoC's Racial Equity Workgroup reviewed the CoC Local Competition Request for Proposal application. This is a racially representative group of CoC members who provide guidance and support to advance racial equity among the rehousing system. The Workgroup provided feedback about equity-related refinements that were integrated into the final application. Both New and Renewal Scorecards utilize performance outcome measures identified in the CoC's standardized program models for each housing intervention. These program models were co-created through CoC Workgroups, whose membership and leadership reflect the racially diverse population of people experiencing homelessness in the CoC and include Black-led agencies and persons with lived experience.

2. The CoC included persons of different races and ethnicities particularly those over-represented in the local homelessness population in the review, selection, and ranking process. New and Renewal Project Applications were reviewed, selected, and ranked by an Independent Review Committee (IRC), which is racially representative of the CoC's geographic area and includes a person with lived experience. Of the seven members of the IRC, 33% identify as Black.

3. Project applicants were asked to demonstrate how the organization identifies and addresses racial disparities and barriers faced by over-represented groups in the community. This was a local priority outlined in the CoC's Ranking Policy, which guides the scoring and ranking of projects submitted in the local competition. Programs that could provide specific details about the disparity, clear action taken, and results from their actions received full points. Applicants were also asked to describe how they integrate people with lived experience throughout the project decision making, planning, implementation, and evaluation. These questions make up 25 percent of total points in the Renewal Scorecard and 30 percent of total points in the New Project Scorecard. The IRC used applicant responses to score and rank projects based on the applicant's ability to center racial equity and inclusion of those with lived experience in the delivery of the program.

1E-4.	Reallocation—Reviewing Performance of Existing Projects.	
	NOFO Section V.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 low performing or less needed projects through the process described in element 1 of this question during your CoC's 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. In FY2022, the CoC updated its approach to the CoC Competition as a transformative opportunity to build capacity and improve system performance. Those changes were based on the premise that preserving and strengthening the base of projects, while managing quality expectations is the most effective way to improve system outcomes. In this new approach, all Renewal Projects were subject to a performance review utilizing the Annual Renewal Scorecard where thresholds were set for each measure, drawing from targets set by the community-designed Rapid Rehousing and Permanent Supportive Housing Program Models. Projects scoring over the performance threshold were renewed without conditions. Projects that did not meet the threshold were given the opportunity to be ranked on the condition that they participate in a Performance Improvement Plan (PIP). The PIP, supported by the Lead Agency, is accompanied by a tailored training package and onsite technical assistance. Projects that fail to meet the expectations outlined in the PIP and/or score under the threshold in the subsequent funding cycle are subject to involuntary reallocation. Renewal Applicants are encouraged to voluntarily reallocate either full or partial funding if:

- They have limited or no capacity to continue operating the project
- Inability or unwillingness to implement Housing First approaches in their service delivery
- Inability to expend the funding
- The project no longer meets the need of the local CoC
- The project is not performing well

2. The Independent Review Committee (IRC) identified six (6) projects who have been conditionally ranked with the expectation that the project will participate in a Performance Improvement Plan (PIP) prior to the next funding cycle.

3. One project voluntarily reallocated in this year's competition.

4. Projects identified as low performing in FY 2022 were conditionally funded and placed on a Performance Improvement Plan (PIP). These projects significantly increased their performance in FY2023, shown in the project level data where we see a decrease in the length of time from enrollment to move-in, 15% better utilization, 10% more people increasing income, and an increase of 13% exiting to permanent housing destinations. The lowest performing projects in FY2023 will have the same opportunity to be conditionally funded for one year, entering a PIP and receive training and onsite technical assistance from the CoC Lead Agency to improve perfo

1E-4a.	Reallocation Between FY 2018 and FY 2023.	
	NOFO Section V.B.2.f.	
	Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2018 and FY 2023?	Yes

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

1.	Did your CoC reject any project application(s) submitted for funding during its local competition?	Yes
2.	Did your CoC reduce funding for any project application(s) submitted for funding during its local competition?	No
3.	Did your CoC inform applicants why your CoC rejected or reduced their project application(s) submitted for funding during its local competition?	Yes
4.	If you selected Yes for element 1 or element 2 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 06/26/2023, 06/27/2023, and 06/28/2023, then you must enter 06/28/2023.	09/11/2023

1E-5a.	Projects Accepted–Notification Outside of e-snaps.	
	NOFO Section V.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 06/26/2023, 06/27/2023, and 06/28/2023, then you must enter 06/28/2023.	09/11/2023
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1E-5b.	Local Competition Selection Results for All Projects.	
	NOFO Section V.B.2.g.	
	You must upload the Local Competition Selection Results attachment to the 4B. Attachments Screen.	

	Does your attachment include: 1. Project Names; 2. Project Scores; 3. Project accepted or rejected status; 4. Project Rank—if accepted; 5. Requested Funding Amounts; and 6. Reallocated funds.	Yes
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1E-5c.	Web Posting of CoC-Approved Consolidated Application 2 Days Before CoC Program Competition Application Submission Deadline.	
	NOFO Section V.B.2.g. and 24 CFR 578.95.	
	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.	09/25/2023
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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 V.B.2.g.	
	You must upload the Notification of CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen.	

	Enter the date your CoC notified community members and key stakeholders that the CoC-approved Consolidated Application was posted on your CoC's website or partner's website.	09/25/2023
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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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 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.	Eccovia
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2A-2.	HMIS Implementation Coverage Area.	
	Not Scored—For Information Only	

	Select from dropdown menu your CoC's HMIS coverage area.	Single CoC
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2A-3.	HIC Data Submission in HDX.	
	NOFO Section V.B.3.a.	

	Enter the date your CoC submitted its 2023 HIC data into HDX.	04/27/2023
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2A-4.	Comparable Database for DV Providers—CoC and HMIS Lead Supporting Data Collection and Data Submission by Victim Service Providers.	
	NOFO Section V.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 HMIS comparable databases;	
2.	state whether DV housing and service providers in your CoC are using a HUD-compliant comparable database—compliant with the FY 2022 HMIS Data Standards; and	

3. state whether your CoC's HMIS is compliant with the FY 2022 HMIS Data Standards.

(limit 2,500 characters)

1. The HMIS Lead agency has worked with local victim service providers (VSP) to ensure they have comparable databases that collect HUD-required data elements. Action taken includes:
 - Engaging individual providers to make them aware of HUD policies related to comparable databases and to discuss options for vendors for system software and administration;
 - Disseminating information to VSPs about HUD requirements related to the collection of HUD data elements, compliance with HMIS Data Standards, and reporting expectations; and
 - Hosting briefings and Office Hours with VSPs to discuss requirements for comparable databases, integration of CAS data elements into comparable databases, and strategies for providing de-identified CSV files to the HMIS Lead Agency for HUD reporting and CoC system planning efforts.
2. DV housing and service providers report implementing HUD-compliant comparable data bases. The HMIS Lead Agency continues to work closely with DV housing and service providers and will monitor agencies to ensure continued alignment with all aspects of the FY2022 Data Standards.
3. The CoC's HMIS is compliant with the FY2022 HMIS Data Standards.

2A-5. Bed Coverage Rate—Using HIC, HMIS Data—CoC Merger Bonus Points.

NOFO Section V.B.3.c. and V.B.7.

Enter 2023 HIC and HMIS data in the chart below by project type:

Project Type	Total Year-Round Beds in 2023 HIC	Total Year-Round Beds in HIC Operated by Victim Service Providers	Total Year-Round Beds in HMIS	HMIS Year-Round Bed Coverage Rate
1. Emergency Shelter (ES) beds	2,152	378	1,571	88.56%
2. Safe Haven (SH) beds	46	0	46	100.00%
3. Transitional Housing (TH) beds	1,463	236	215	17.52%
4. Rapid Re-Housing (RRH) beds	1,251	52	1,199	100.00%
5. Permanent Supportive Housing (PSH) beds	2,422	0	2,422	100.00%
6. Other Permanent Housing (OPH) beds	1,402	0	1,402	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 V.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. There is one project type that falls below the stated threshold. The HMIS Lead Agency will pursue a series of action steps to increase bed coverage in HMIS among Transitional Housing beds:

- a. The CoC's Flex Fund program to address housing barriers is only available to agencies participating in HMIS, or a comparable database and thus, agencies are encouraged to become users;
- b. The CoC continues to promote the HMIS implementation, which provides a more robust data system and accessible user interface than prior versions and integrates the Coordinated Access System (CAS) workflow. Using HMIS is a substantial value-added benefit for agencies desiring access to resources provided through CAS;
- c. Additional Community-wide Dashboards are close to launching to visualize progress on system and project-level performance. Seeing HMIS data being leveraged in strategic ways and showcasing performance improvement will spur providers to participate in HMIS;
- d. Providers not using HMIS will be encouraged to contribute data through the CoC's data warehouse, where data will be integrated with existing HMIS data. The software platform collects, combines, and aggregates data from multiple sources to create a more accurate picture of homelessness in our CoC; and
- e. The CoC Lead Agency will continue to partner with private funders to ensure HMIS is offered free of charge and that the knowledge that this service is free is well disseminated.

2. The CoC HMIS Workgroup informs necessary policy and practice developments to support the successful implementation of the strategy to increase bed coverage. The HMIS Lead Agency provides backbone support to execute the forementioned steps and has a dedicated team responsible for ensuring the data available for ending homelessness is complete and accurate. The Director of Data Management and Reporting, who supervises two HMIS Administrators and a Senior Data Analyst, will develop a project plan and monitor the execution of the steps identified.

2A-6.	Longitudinal System Analysis (LSA) Submission in HDX 2.0.	
	NOFO Section V.B.3.d.	
	You must upload your CoC's FY 2023 HDX Competition Report to the 4B. Attachments Screen.	
	Did your CoC submit at least two usable LSA data files to HUD in HDX 2.0 by February 28, 2023, 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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2B-1.	PIT Count Date.	
	NOFO Section V.B.4.a	

	Enter the date your CoC conducted its 2023 PIT count.	01/26/2023
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2B-2.	PIT Count Data—HDX Submission Date.	
	NOFO Section V.B.4.a	

	Enter the date your CoC submitted its 2023 PIT count data in HDX.	04/27/2023
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2B-3.	PIT Count—Effectively Counting Youth in Your CoC's Most Recent Unsheltered PIT Count.	
	NOFO Section V.B.4.b.	

	Describe in the field below how your CoC:
1.	engaged unaccompanied youth and youth serving organizations in your CoC's most recent PIT count planning process;
2.	worked with unaccompanied youth and youth serving organizations to select locations where homeless youth are most likely to be identified during your CoC's most recent PIT count planning process; and
3.	included youth experiencing homelessness as counters during your CoC's most recent unsheltered PIT count.

(limit 2,500 characters)

1. The CoC has a Point-in-Time (PIT) Count Workgroup that is charged with developing and implementing a comprehensive PIT count. The group met at least once per month between October and January to effectively plan the effort. The group was comprised of key stakeholders, including members of the CoC that work directly with special populations in the geographical area. Youth-serving agencies and the Youth Action Board (YAB) were engaged throughout the process to ensure youth would be accurately reflected in the PIT Count. YAB members provided insight into where PIT counters would likely find youth on the night of the count, supported PIT planning and rollout, and helped recruit young people to participate in the count.
2. The PIT Count Workgroup relied on youth-serving providers and the YAB to assist in identifying locations where youth experiencing homelessness would most likely be present on the night of the count.
3. To improve the accuracy of the data, the CoC engaged youth to participate in the count. The YAB recruited youth to participate as volunteers to assist in planning and to conduct surveys on the night of the count. The CoC Youth Workgroup and youth from local colleges in the area also participated. Others were recruited through a call for volunteers circulated via social media, online newsletters, and local radio and TV advertisements.

2B-4.	PIT Count—Methodology Change—CoC Merger Bonus Points.	
	NOFO Section V.B.5.a and V.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 2022 and 2023, if applicable;	
	2. describe any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2022 and 2023, 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 2023.	

(limit 2,500 characters)

1. Not Applicable

2. The CoC returned to a one-night Point In Time (PIT) Count for the 2023 unsheltered count, following a multi-day approach that was implemented during the height of the COVID-19 pandemic. Utilizing the lessons learned of the multi-day approach, the CoC adjusted the way we do the one-night count. To ensure accurate data quality, the CoC included Street Outreach workers and other system staff in each volunteer group that helped count. This limited the amount of observation only surveys that often lead to data concerns. Additionally, outreach teams were dispersed in the morning hours to larger, known encampments as well as those where there were potential safety risks. These sites required increased staffing and could be visited during daytime hours. Outreach teams also participated in the night time count. However they accompanied volunteer teams to count at locations with limited numbers of people experiencing homelessness (categorized as Tier 2 and 3 level sites).

3. The methodology was built from learnings in the previous year and incorporated several measures (described above) to ensure for consistency in counts between 2022 and 2023. The changes listed above also ensured full coverage of the CoC geographic area.

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 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 V.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. Data gathered in HMIS through the Coordinated Access System (CAS) and a new Diversion Screening implemented this year provided information about risk factors associated with first-time homelessness. The data collected included information related to housing barriers, service needs, and levels of vulnerability through universal data elements related to length of time homeless and through the diversion assessment and problem-solving conversations. Households experiencing homelessness for the first time shared several common characteristics including having extremely low or no income, fleeing domestic violence, and having young children in the household.

2. The CoC is actively working to curb inflow into the homeless response system through the roll out of Systemwide Diversion to prevent individuals and families from entering sheltered or unsheltered homelessness. In 2022/2023 the CoC scaled Systemwide Diversion for Families, building on lessons from past Diversion pilots. The CoC also secured new resources to scale Systemwide Diversion for individuals and youth in 2023, which includes funding awarded through the Unsheltered NOFO. The CoC's approach to Diversion leans heavily on creative housing problem-solving where staff provide a light touch intervention by engaging participants to regain autonomy and decision-making to immediately connect to housing. The CoC is currently rolling out a comprehensive Systemwide Diversion Training and Capacity Building plan for the entire crisis response and rehousing system.

3. The CoC Lead Agency's Senior Manager of Crisis Response is responsible for overseeing the CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time in partnership with the Diversion Workgroup. Relevant CoC Policies are approved and overseen by the CoC Board.

2C-1a.	Impact of Displaced Persons on Number of First Time Homeless.	
	NOFO Section V.B.5.b	

Was your CoC's Number of First Time Homeless [metric 5.2] affected by the number of persons seeking short-term shelter or housing assistance displaced due to:

1.	natural disasters?	No
2.	having recently arrived in your CoCs' geographic area?	Yes

(limit 2,500 characters)

Following the end of Title 42, Dallas saw an influx of migrants traveling through the city. Families were given flyers at the border with information about services in Dallas and Collin County. While most migrants travel through Dallas and do not access homeless services, some do seek the shelter and safety of local resources. Families and individuals accessing those services were entered into the Homeless Management Information System, as all individuals seeking safe shelter and were counted within the CoC's number of First Time Homeless.

2C-2.	Length of Time Homeless—CoC's Strategy to Reduce.	
	NOFO Section V.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. Through large-scale system transformation efforts, our CoC has redesigned a homeless response system with streamlined pathways to housing. Coordinated investments from federal, state, local, and private partners have allowed us to centralize housing supports to accelerate housing placements. Strategies include: (a) Implementing a housing-focused, CoC-wide Coordinated Outreach strategy to ensure people experiencing unsheltered homelessness are consistently engaged and supported to quickly move into permanent housing; (b) Flex Fund, which pays for minor but impactful expenditures that prevent an individual or family from ending their homelessness, such as move-in fees, furniture, etc; (c) Systemwide Housing Navigation, to walk help program participants navigate the lease up processes, collect critical documentation, and identify housing that meets their needs and preferences; (d) A Central Housing Location Team, to recruit new landlords, secure large blocks of units among a diverse portfolio of properties across the CoC geography, negotiate with landlords to reduce screening criteria, and maintain relationships with landlord partners; and (e) Rapid Rehousing Coordination meetings which aid in case conferencing and "barrier-busting" to "clear the runway" for housing placements.

2. Coordinated Street Outreach teams are trained as mobile assessors for our Coordinated Access System (CAS) and target people who have been experiencing homelessness the longest. CAS policies prioritize people based on the length of time they have been homeless to ensure those with the most complex needs are matched to housing solutions first. In addition, the CoC Lead Agency and the City of Dallas are partnering to provide housing solutions for people experiencing long-term unsheltered homelessness who currently live in encampments. Sites are prioritized for closure based on resident vulnerability such as length of time homeless, and CAS policies prioritize people at encampments to ensure residents are supported to move into permanent housing before encampment closures.

3. The CoC Lead Agency (Housing Forward) is responsible for overseeing the CoC's strategy to reduce the length of time households remain homeless in partnership with CoC Workgroups which continuously design and evaluate performance improvement efforts. Relevant CoC Policies are approved and overseen by the CoC Board.

2C-3.	Exits to Permanent Housing Destinations/Retention of Permanent Housing—CoC's Strategy	
	NOFO Section V.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. A set of strategies have been implemented to increase exits to permanent housing directly from emergency shelter, safe haven, transitional housing, and rapid rehousing: (a) Aligning funding to expand and sustain existing Permanent Supportive Housing and Rapid Rehousing capacity; (b) Building the capacity of providers to implement Housing Stability Plans with program participants. Providers receive ongoing training and technical assistance on strategies for person-centered and client-driven stability-planning with participants beginning from the first points of engagement; (c) Utilizing a System-wide Housing Location Team to scale the portfolio of affordable and accessible housing units; and (d) Enhancing System-wide Housing Navigation to ensure people enrolled in the Coordinated Access System are supported to collect critical documentation needed for housing applications and programs.
2. The strategies that the CoC has employed to promote long term housing stability among program participants include: (a) Implementing a Community Integration Services program that targets tenants who have complex service needs for integration into the larger community through a variety of social and community support networks; (b) Hosting workshops with housing providers on Housing Stability Planning; (c) Designing a training calendar for housing case managers that covers a range of topics related to housing-focused case management, tenant rights and responsibilities, landlord mediation, crisis intervention, and connections to mainstream and community-based resources; (d) Employing a system-wide Housing Location team responsible for maintaining positive relationships with landlords, responding to tenancy issues, and mitigating escalating situations to prevent evictions; (e) Weekly meetings with housing case managers to problem solve barriers to housing stability; (f) Building stronger relationships with employment and workforce development programs to ensure tenants are empowered through increased income ; and (g) Building Housing First Assertive Community Treatment and Intensive Case Management teams to ensure PSH tenants are connected to comprehensive behavioral health and healthcare supports.
3. The CoC Lead Agency (Housing Forward) oversees the strategy to improve permanent housing exits and retention in partnership with the Executive Council, RRH, PSH, and Street Outreach Leadership Workgroups. Relevant CoC Policies are approved and overseen by the CoC Board.

2C-4.	Returns to Homelessness—CoC's Strategy to Reduce Rate.	
	NOFO Section V.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.
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(limit 2,500 characters)

1. The Coordinated Access System (CAS) process identifies households returning to homelessness. Our CoC has increased HMIS participation among homeless service providers, giving us a clearer picture of who has experienced homelessness and what services were offered previously. In alignment with the CoC's System Performance Management Plan, the CoC Executive Council will examine system performance data quarterly. The Council will work with the CoC Lead Agency to examine returns that occur 6-12 months following permanent housing exits, which may indicate a need for enhanced after-care support. Exploring where participants are returning from, and the last program they worked with will inform improvement strategies.

2. The CoC integrates several strategies to reduce the rate of returns for individuals and families who were successfully housed in the community. These strategies include:

- a. Providing Diversion services at the front door, curbing inflow into the homeless response system where possible;
- b. Training and technical assistance offered to providers aimed at promoting housing stability including eviction prevention strategies, harm reduction, housing-focused case management, and housing stability planning to ensure long-term housing goals are identified and addressed throughout the period of assistance;
- c. Community coordination meetings, where case managers have the opportunity to problem-solve with peers;
- d. Development of Housing First Assertive Community Treatment (ACT) Teams to be integrated with PSH case management to support high acuity service needs;
- e. Scaling a Community Integration Services program that targets tenants with complex service needs for integration into the larger community through various social and community support networks.

3. The CoC Lead Agency (Housing Forward) oversees the strategy to reduce returns to homelessness in partnership with the RRH and PSH Workgroups. Relevant CoC Policies are approved and overseen by the CoC Board.

2C-5.	Increasing Employment Cash Income—CoC's Strategy.	
	NOFO Section V.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 employment 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. Program models, co-created with housing providers, define the expectation that program participants increase income to further support housing stability. Employment resources are shared regularly with housing providers through the monthly Case Manager Roundtable and through direct email communication. CoC organizations work to create meaningful relationships to potential employers through internal workforce specialists dedicated to connecting individuals to employment opportunities. Additionally, case managers are encouraged to work with program participants to understand employment ability and limitations while receiving federal benefits such as social security income.
2. The CoC works with mainstream employment organizations through agency partnerships. Several CoC members focus on supporting households entering the workforce, identifying training programs that lead to full-time jobs, and making connections to second chance employment agencies working with persons with experience in the justice system. These members are invited to create meaningful partnerships with housing providers. Additionally, providers that serve individuals in shelter and in housing have created dedicated teams to provide in-house employment services and direct connections to employers through partnerships and on-site job fairs.
3. The CoC Lead Agency (Housing Forward) oversees strategies to increase employment income in partnership with the Rapid Rehousing Leadership and Permanent Supportive Housing Workgroups. Relevant CoC Policies are approved and overseen by the CoC Board.

2C-5a.	Increasing Non-employment Cash Income—CoC's Strategy	
	NOFO Section V.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 partners with TANF and SOAR advocates, as well as other mainstream systems, to ensure people accessing the Coordinated Access System (CAS) are referred to insurance and cash benefits. The CoC Lead Agency has worked with SOAR advocates to ensure that case managers understand and are equipped to help their clients apply for SSI and SSDI benefits. The CoC also works to increase access to mainstream resources through disseminating information about strategies for successfully obtaining benefits during weekly coordination and case conferencing meetings. Monthly Case Manager Roundtable meetings provide a forum for case managers to problem solve with each other about how to effectively facilitate access and referrals to these types of resources. Experts from mainstream systems visit these meetings and provide guidance to case managers to help them better connect their clients to non-employment cash sources. The CoC is also designing Housing First Assertive Community Treatment (ACT) teams for PSH participants which include dedicated SOAR specialists who help participants quickly connect to benefits and Medicaid insurance.
2. The CoC Lead Agency (Housing Forward) oversees strategies to increase non-employment income. Relevant CoC Policies are approved and overseen by the CoC Board.

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 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 V.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
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3A-2.	New PH-PSH/PH-RRH Project–Leveraging Healthcare Resources.	
	NOFO Section V.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
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3A-3.	Leveraging Housing/Healthcare Resources–List of Projects.	
	NOFO Sections V.B.6.a. and V.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
TX-600 PSH Pipeli...	PH-PSH	23	Both

3A-3. List of Projects.

1. What is the name of the new project? TX-600 PSH Pipeline Project

2. Enter the Unique Entity Identifier (UEI): FL8aGHNJK4T3

3. Select the new project type: PH-PSH

4. Enter the rank number of the project on your CoC's Priority Listing: 23

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3B-1.	Rehabilitation/New Construction Costs–New Projects.	
	NOFO Section V.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 V.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)

N/A

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 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 V.F.	

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

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)

N/A

4A. DV Bonus Project Applicants for New DV Bonus Funding

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) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

4A-1.	New DV Bonus Project Applications.	
	NOFO Section I.B.3.I.	

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

4A-1a.	DV Bonus Project Types.	
	NOFO Section I.B.3.I.	

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 2023 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 I.B.3.I.(1)(c)	

1.	Enter the number of survivors that need housing or services:	381
2.	Enter the number of survivors your CoC is currently serving:	57
3.	Unmet Need:	324

4A-3a.	How Your CoC Calculated Local Need for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(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 CoC estimated that there are approximately 324 households experiencing homelessness caused by domestic violence currently in need of housing and services. The calculation for element 1 was made by summing the number of survivors who are currently in a shelter or transitional housing programs at victim service provider (VSP) agencies, the number of survivors currently on the community's Coordinated Access System (CAS) priority list, and the number of survivors who have been enrolled in housing programs in the past 12 months. The calculation for element 2 includes the number of survivors who are currently enrolled in housing programs. Not included in the measure is an average of 25 households who seek housing and services through CoC's Homeless Hotline that could not be de-duplicated with data provided.

2. Data was collected through a survey sent to VSPs. VSPs provided data to the CoC Lead Agency gathered through HMIS-comparable databases.

3. The CoC is currently unable to meet the needs of all survivors in the community due to limited supply of housing resources. The current Rapid Rehousing infrastructure was built with one-time federal ARPA and ESG CV funding that has and will come to an end. To sustain the level of housing resources needed to meet the local needs, the CoC must increase housing resources for all people experiencing homelessness. Survivor-specific housing and services allows us to ensure that survivors are provided services to their unique needs.

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 I.B.3.I.(1)	
	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
Housing Forward

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 2023 Priority Listing for New Projects:

1.	Applicant Name	Housing Forward
2.	Project Name	DV Bonus New RRH FY2023
3.	Project Rank on the Priority Listing	27
4.	Unique Entity Identifier (UEI)	FL8AGHNJK4T3
5.	Amount Requested	\$2,391,661
6.	Rate of Housing Placement of DV Survivors—Percentage	77%
7.	Rate of Housing Retention of DV Survivors—Percentage	88%

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 I.B.3.I.(1)(d)	

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. Housing placement and housing retention rates were calculated for the largescale Rapid Rehousing program currently being administered by the CoC Lead Agency (Housing Forward). The housing placement rate was calculated by dividing the number of survivors placed in housing by the total number of survivors enrolled in the program. The retention rate was calculated by dividing the total number of survivors that remain in permanent housing at the time of the report by the total number of survivors who have a positive exit destination.

2. All rates reflected in the application account for exits to safe housing destinations. Safety is a number one priority, which is reflected in the victim-centered safety and housing stability planning that is conducted in partnership with program participants.

3. Data sources included comparable databases used by the CoC's Victim Service Providers.

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 I.B.3.I.(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.The CoC Lead Agency, Housing Forward, currently administers a large-scale Rapid Rehousing program that is housing survivors through contracts with leading family and Victim Service Provider (VSP) agencies. The program is delivered in alignment with the CoC's Rapid Rehousing Program Model, and utilizes a trauma informed and Housing First approach. Survivors are supported to secure permanent housing as quickly as possible, while also prioritizing safety, self-determination, and healing from trauma. Intensive housing navigation and housing location assistance were provided. This included help finding available units, accompanying participants to housing appointments, and acting as a liaison with landlords to negotiate leases.

2. A CAS Coordinator was hired to facilitate the DV CAS process. This includes prioritizing and matching survivors to both DV-specific and non-DV-specific housing resources. This role manages the real-time inventory of DV-specific permanent housing resources, facilitates case conferencing, and coordinates emergency transfers in alignment with the CoC's Transfer Policy.

3. Service needs were assessed utilizing a Trauma-Informed and Victim-Centered approach. With case management support, participants led the development of housing stability and safety plans, set their own goals, defined what was safe for themselves and their children, and determined what services were needed to achieve these goals. Case managers respected participants' decisions, offered options, and helped to promote survivors' individual, cultural, and community strengths that catalyze safety and stability.

4. Focused on increasing retention of stable housing, Case Managers supported participants to achieve personal housing stability and safety goals. This included helping survivors and their families navigate mainstream agencies and attend appointments so they could connect to community-based services that provided financial assistance and support beyond what Rapid Rehousing offers (e.g., childcare, school resources, etc.).

5. Case Managers focused on participants' housing and safety needs and walked alongside them to identify appropriate long-term housing options as part of a formal transition planning process. Many households worked on increasing their employment and non-employment income to pay for housing costs. Others were supported to safely move in with other family members and friends to share costs.

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 I.B.3.I.(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)

The CoC Lead Agency (Housing Forward) contracted with family and Victim Service Providers (VSP) to administer a large-scale Rapid Rehousing program. Safety and confidentiality of survivors experiencing homelessness were a top priority:

1. Steps were taken during the intake and interview process to ensure privacy/confidentiality. There was no identifying information included in shared written or electronic files. Information regarding participants choosing to work with VSPs was collected in a comparable database. Staff at general housing agencies were trained to seek informed consent from survivors about how they wanted their information to be used.
2. Participants were engaged in victim-centered housing and safety planning, which meant they were empowered to determine what was safe for themselves and their children.
3. All information about the location of survivors' permanent housing units was kept confidential. Participants can use the address of the homeless assistance provider as needed for establishing healthcare or employment, or for use in other contexts.
4. Each agency contracted with the CoC Lead Agency must have safety and confidentiality policies in place that align with communitywide policies. Annual training is held with agencies on these topics.
5. The CoC Lead Agency's centralized Housing Location Team educates landlords about the rights of survivors, including VAWA protections that are included in the lease. In addition, landlords can support safety planning. Many landlords already automatically change or re-key door locks, when preparing a unit for a new tenant. Case managers and Housing Location Team staff ask landlords if this is part of their regular practice and remind them of their responsibility to provide basic security. This means locks must be able to reasonably secure the unit, and the landlord must pay for any associated cost. If the lock is broken, or a previous tenant may still have a key, the Housing Location Team will work with a landlord to fix or rekey the lock, if this is not already part of their standard practice.

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 I.B.3.I.(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)

The CoC Lead Agency (Housing Forward) met regularly with contracted family and Victim Service Provider (VSP) agencies to evaluate program outcomes, including the safety of survivors and their families. Safety was evaluated through both quantitative and qualitative data. Providers gathered information directly from participants about the extent to which they felt they were able to adhere to their safety and housing stability plans. Case managers helped clear any barriers and facilitated connections to additional resources as needed. Research shows that housing is key to safety for survivors; it provides protection against continued abuse and is linked to a host of positive health outcomes in survivors and children. Therefore, the CoC also looked at quantitative data on the following outcomes:

- Average length of time between DV Coordinated Access System (CAS) system enrollment and housing move-in;
- Rate of exits to permanent housing; and
- Rate of returns to homelessness and DV-specific shelters.

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 I.B.3.I.(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	
7.	offering support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services.	

(limit 5,000 characters)

The CoC Lead Agency is currently administering a large-scale Rapid Rehousing program that is housing survivors through contracts with leading family and Victim Service Provider (VSP) agencies. The program is delivered in alignment with the CoC's Rapid Rehousing Program Model and utilizes a trauma informed and Housing First approach. Providers are required to use a trauma-informed, victim-centered approach by:

1. Prioritizing placement and stabilization in permanent housing, through a participant-led assessment, housing stability, and safety planning process. Participants choose their own goals and define what is safe for them. Case Managers help participants regain greater control over their environment by deciding which housing options best meet their needs.
2. Establishing and maintaining an environment of mutual trust through respecting participants' decisions about their own safety and housing. Case managers listened actively to participants' needs, offered options, and empowered survivors through promoting their individual, cultural, and community strengths that can catalyze safety and stability.
3. Providers drew on the support of the CoC Lead Agency to access information about the impacts of trauma. Providers used this information to educate participants through regular home visits and group sessions related to the impacts of trauma and coping strategies.
4. Case Managers emphasized program participants' strengths through participant-led housing stability and safety planning process. The plan is structured to draw on program participants' individual, cultural, and community strengths that can help them achieve self-determined goals.
5. The CoC Lead Agency centered on cultural responsiveness and inclusivity through providing training on trauma-informed care, as well as promoting the development of language access plans and ensuring staff teams are diverse and include people with lived expertise.
6. Providers offered a variety of opportunities for community building and support among program participants, including conducting support group sessions and offering peer social activities, to help minimize feelings of isolation and build a support network.
7. Case managers connected survivors to agency-sponsored parenting classes and counseling services to support a trauma-informed parenting approach.

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 I.B.3.I.(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)

The CoC Lead Agency is contracted with leading family and Victim Service Provider (VSP) agencies to deliver Rapid Rehousing assistance to survivors. These agencies provided the following supportive services:

- Child Custody: Providers assisted survivors to pursue child custody by making legal services available through in-house legal services, providing transportation, and providing a support group to network with others experiencing similar challenges.
- Housing Search: Providers tapped into the CoC's centralized Housing Navigation and Housing Location support teams. Support was provided to help survivors identify preferred housing units, negotiate with landlords, secure critical documentation, complete the housing authority voucher lease-up process, and move into housing.
- Crisis DV Services: Family Place, a VSP contracted with the CoC Lead Agency, staffed a 24/7 DV crisis helpline and provided trauma-informed support, including safety planning, emergency shelter, and assistance in navigating restraining order processes.
- Education and Employment Services: Providers have in-house education and employment programs that survivors are offered throughout their time being served in the program. Additional partnerships have been made with Attitudes and Attire which provides services and interview/work clothing for participants, Texas Workforce to connect to training and employment, as well as Dallas College which provides workforce training and development.
- Long-term Housing Stability and Safety Planning: Providers worked with program participants to develop long-term housing safety plans in preparation for the program participant exiting the project. Survivors were supported to fill out a form with information on how to stay safe during an incident which includes options for self-advocacy, systems advocacy, legal support, representative support, and community accompaniment.

4A-3g.	Plan for Trauma-Informed, Victim-Centered Practices for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(e)	
	Describe in the field below examples of how the new project(s) 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 work 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. Prioritizing placement and stabilization in permanent housing through a participant-led assessment, housing stability, and safety planning process. Participants will choose their own goals and define what is safe for them. Case Managers will help participants regain greater control over their environment by choosing where they want to live.
2. Establishing and maintaining an environment of mutual trust through respecting participants' decisions about their own safety and housing. Case managers will listen actively to participants' needs, offer options, and empower survivors through promoting their individual, cultural, and community strengths that can help to catalyze safety and stability.
3. The CoC Lead Agency will provide training and shared learning opportunities on DV-related topics. This includes knowledge sharing on the impacts of trauma and effective coping strategies.
4. Case Managers will empower participants by emphasizing their strengths and facilitating a participant-led housing stability and safety planning process. The plan will draw on program participants' individual, cultural, and community strengths that can help to achieve self-determined goals.
5. The CoC Lead Agency will center on cultural responsiveness and inclusivity by providing training on trauma-informed care. Additionally, the CoC will continue to promote the development of language access plans and the need to ensure staff teams are diverse and include people with lived expertise of homelessness and or domestic violence.
6. Providers will offer a variety of opportunities for community building and peer support among program participants. Providers will continue to conduct support groups and peer-to-peer social activities to help minimize feelings of isolation and build support networks.
7. Providers will offer a variety of opportunities for supporting parents to learn collaboratively with other families about trauma-informed parenting strategies. This includes offering group peer to peer forums, workshops, and training.

4A-3h.	Involving Survivors in Policy and Program Development, Operations, and Evaluation of New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(f)	
	Describe in the field below how the new project will involve survivors:	
	1. with a range of lived expertise; and	
	2. in policy and program development throughout the project's operation.	

(limit 2,500 characters)

1. The CoC Lead Agency has developed a Lived Experience Coalition and Youth Action Board (YAB), which are both made up of people who have lived expertise of homelessness and domestic violence. LEC and YAB members are supported to participate in a variety of CoC planning and decision-making forums, including the CoC's Domestic Violence (DV) Workgroup. In addition, the CoC Lead Agency believes that effective solutions to homelessness are created with communities directly impacted by the systems we are attempting to transform. Therefore, efforts will be made to employ Rapid Rehousing Case Managers who are survivors of domestic violence and/or have experienced homelessness.

2. The CoC Lead Agency will involve survivors with a range of lived expertise in policy and program development throughout the project's operation through: co-designing the program with the DV Workgroup, the YAB, and the LEC; hiring survivors with lived expertise as Case Managers; and hosting listening sessions and focus groups as part of evaluating and improving project performance.

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.		
	. 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.		
8.	Only use the "Other" attachment option to meet an attachment requirement that is not otherwise listed in these detailed instructions.		
Document Type	Required?	Document Description	Date Attached
1C-7. PHA Homeless Preference	No	PHA Homeless Pref...	09/25/2023
1C-7. PHA Moving On Preference	No	PHA Moving On Pre...	09/25/2023
1D-11a. Letter Signed by Working Group	Yes	Letter Signed by ...	09/25/2023
1D-2a. Housing First Evaluation	Yes	Housing First Eva...	09/25/2023
1E-1. Web Posting of Local Competition Deadline	Yes	Web Posting of Lo...	09/25/2023
1E-2. Local Competition Scoring Tool	Yes	Local Competition...	09/25/2023
1E-2a. Scored Forms for One Project	Yes	Scored Forms for ...	09/25/2023
1E-5. Notification of Projects Rejected-Reduced	Yes	Notification of P...	09/25/2023
1E-5a. Notification of Projects Accepted	Yes	Notification of P...	09/25/2023
1E-5b. Local Competition Selection Results	Yes	Local Competition...	09/25/2023
1E-5c. Web Posting—CoC-Approved Consolidated Application	Yes		

1E-5d. Notification of CoC-Approved Consolidated Application	Yes		
2A-6. HUD's Homeless Data Exchange (HDX) Competition Report	Yes	FY2023 HDX Compet...	09/25/2023
3A-1a. Housing Leveraging Commitments	No	Housing Leveragin...	09/25/2023
3A-2a. Healthcare Formal Agreements	No	Healthcare Levera...	09/25/2023
3C-2. Project List for Other Federal Statutes	No		
Other	No		

Attachment Details

Document Description: PHA Homeless Preference

Attachment Details

Document Description: PHA Moving On Preference

Attachment Details

Document Description: Letter Signed by Working Group

Attachment Details

Document Description: Housing First Evaluation

Attachment Details

Document Description: Web Posting of Local Competition Deadline

Attachment Details

Document Description: Local Competition Scoring Tool

Attachment Details

Document Description: Scored Forms for One Project

Attachment Details

Document Description: Notification of Projects Rejected-Reduced

Attachment Details

Document Description: Notification of Projects Accepted

Attachment Details

Document Description: Local Competition Selection Results

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description: FY2023 HDX Competition Report

Attachment Details

Document Description: Housing Leveraging Commitments

Attachment Details

Document Description: Healthcare Leveraging Commitment

Attachment Details

Document Description:

Attachment Details

Document Description:

Submission Summary

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

Page	Last Updated
1A. CoC Identification	07/27/2023
1B. Inclusive Structure	09/25/2023
1C. Coordination and Engagement	09/25/2023
1D. Coordination and Engagement Cont'd	09/25/2023
1E. Project Review/Ranking	09/25/2023
2A. HMIS Implementation	09/25/2023
2B. Point-in-Time (PIT) Count	09/25/2023
2C. System Performance	09/25/2023
3A. Coordination with Housing and Healthcare	09/25/2023
3B. Rehabilitation/New Construction Costs	09/25/2023
3C. Serving Homeless Under Other Federal Statutes	09/25/2023

4A. DV Bonus Project Applicants	09/25/2023
4B. Attachments Screen	Please Complete
Submission Summary	No Input Required



PHA Homeless Preference

**FY 2023 CoC Program NOFO
TX-600**

MEMORANDUM OF UNDERSTANDING
Continuum of Care Coordinated Access System
Limited Homeless Preference

This Memorandum of Understanding (MOU) has been created by and between Dallas County on behalf of Dallas County Health and Human Services Department (hereafter referred to as the “County” or “DCHHS”) and Housing Forward a nonprofit 501(c)(3) organization. Housing Forward is the lead agency for the TX-600 Dallas City & County/Irving Continuum of Care (hereafter referred to as “CoC”) as authorized by the HEARTH Act (*S. 896 HEARTH Act of 2009*). Through this designation, Housing Forward is the administrative agent that carries out the activities of the CoC.

In consideration of mutual promises made, the parties agree as follows:

I. PURPOSE OF MOU

The purpose of this MOU is to set forth how Housing Forward and DCHHS will collaborate to implement the limited preference established by the County for people experiencing homelessness. The County will commit an initial allotment of 100 vouchers from the Housing Choice Voucher Program for Year 1 to the CoC upon execution of the MOU. If all 100 vouchers are used, and based upon funding availability, then 100 vouchers may be issued each year thereafter until the end of the Term, at the County’s option. All vouchers issued hereunder will meet the following criteria:

1. Applicants meet the federal definition of homelessness or are transitioning from a CoC permanent housing program (such as Permanent Supportive Housing or Rapid Rehousing), and
2. Are referred to Dallas County through the CoC’s Coordinated Access System (CAS), by the Housing Forward (the CoC Lead Agency).

II. GOALS OF MOU

- A. Provide quality housing and supportive services to people experiencing homelessness.
- B. Provide a coordinated system for delivering critical referral, housing search, and supportive services to qualified program participants to assist them in finding and maintaining suitable rental housing.
- C. Determine areas of responsibility to maximize the efficient and effective provision of housing and supportive services to participants in DCHHS’s Housing Choice Voucher or other special voucher programs (hereafter referred to as “program” or “programs”).

III. TERM OF MOU

This MOU shall become effective upon being signed by all parties and shall remain in effect for four (4) years or until terminated by either party. Each party shall have the right to terminate this MOU upon thirty (60) days prior written notice to the other parties.

IV. AGREEMENTS AND RESPONSIBILITIES

A. Housing Forward's general obligations are as follows:

1. Designate and maintain a representative as lead liaison (referred hereinafter as "CoC Liaison") to communicate with DCHHS about households referred for housing assistance;
2. Ensure households referred to DCHHS for housing assistance are qualified program participants and identified through the CoC's Coordinated Access system;
3. Ensure service providers verify and maintain homeless documentation as required by the CoC;
4. Provide sufficient staff as may be required to refer applicants to DCHHS;
5. Assist program applicants in completing DCHHS's full voucher program application, including required supporting documentation, and making eligibility determinations;
6. Assist program participants to attend scheduled briefings, conducted in person or virtually;
7. Provide program participants with supportive services as needed, within limits of available funding, to find available housing units that comply with Housing Quality Standards ("HQS") and established program Payment Standards;
8. Provide program participants with supportive services, within limits of available funding, to meet program participants' needs and transition from homelessness to residency in stable housing during participation in the program;
9. Ensure open and ongoing communication with DCHHS regarding all households served;
10. Enter data into Homeless Management Information Services ("HMIS") and any additional mutually agreed upon data collection tools;
11. Participate in regular coordination meetings and communicate with County partners and the DCHHS Liaison to track referrals, applications, and housing statuses of program participants.

B. The County's general obligations are as follows:

1. Designate and maintain a representative as lead liaison (referred hereinafter as "DCHHS Liaison") to communicate with the Housing Forward about households referred for housing assistance;
2. The County will commit an initial allotment of 100 vouchers from the Housing Choice Voucher Program for Year 1 to the CoC upon execution of the MOU. If all 100 vouchers are used, and based upon funding availability, then 100 vouchers may be issued each year thereafter until the end of the Term, at the County's option.

3. Receive applicant referrals from the CoC's Coordinated Access System;
4. Screen referred households in accordance with all relevant U.S. Department of Housing and Urban Development ("HUD") regulations, guidelines, and requirements;
5. Process full applications when received as soon as possible, with a goal to complete its review of the full application within 3 to 5 business days, contingent on the volume of applications received;
6. Issue a determination of eligibility and notify Housing Forward of its findings as to applicant eligibility or if additional items are required to determine eligibility for participation in the voucher program;
7. Conduct frequent voucher orientation briefings and provide a virtual option as needed for program participants;
8. Schedule housing unit inspections within 15 days of receiving the completed Request for Tenancy Approval (RFTA);
9. Provide Housing Assistance Payments ("HAPs") to landlords on behalf of program participants in accordance with all relevant HUD regulations, guidelines, and requirements;
10. Notify Housing Forward Liaison if DCHHS becomes aware that a program participant is in violation of HCVP rules or their lease;
11. Participate in regular coordination meetings and communicate with Housing Forward partners and the CoC Liaison to track the referral, application, inspection, and housing status of program participants.

V. MISCELLANEOUS

- A. Confidentiality of Client Information. Both parties fully understand and agree to maintain the strict confidentiality of all client referrals and information provided by those clients in terms of their personal information. Client information will be shared with the other party on a need to know basis in an effort to secure needed resources on behalf of the affected individual. If sharing of information is necessary, the client must provide consent for the sharing of information.
- B. Open Records or Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Open Records Act" or the "Texas Public Information Act" ("Public Information Act"). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment,

addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. The County will give notification to Housing Forward as required by Section 552.305(d) of the Texas Government Code. Housing Forward hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by Housing Forward or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- C. Cost. Each Party is responsible for its respective share of the costs associated with its performance of this Agreement. The Parties shall have no right of action against the other Party in the event either Party is unable to fulfill their obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years.
- D. **INDEMNIFICATION. HOUSING FORWARD, INCLUDING ITS ASSIGNS, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, "HOUSING FORWARD") HEREBY FOREVER WAIVES AND RELEASES THE COUNTY, ITS COMMISSIONERS, COUNTY JUDGE, ELECTED OFFICIALS AND ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES (REFERRED TO COLLECTIVELY AS "COUNTY") FROM ANY AND ALL CLAIMS FOR DAMAGES, KNOWN OR UNKNOWN, WHICH MAY ARISE AS A RESULT, DIRECTLY OR INDIRECTLY, OF HOUSING FORWARD 'S INVOLVEMENT IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: ANY PREMISES OR SPECIAL DEFECTS KNOWN OR UNKNOWN TO THE COUNTY; ANY INJURY TO A PERSON AND/OR STAFF OF THE COUNTY; AND ANY INJURY TO OTHER INDIVIDUALS RELATING TO HOUSING FORWARD'S INVOLVEMENT UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WILLFUL ACTS.**

AND FURTHER, TO THE FULLEST EXTENT ALLOWED BY LAW, HOUSING FORWARD AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AGAINST ALL CLAIMS, DEMANDS, ACTIONS, AND/OR SUITS BROUGHT BY OR ON BEHALF OF THIRD PARTIES AGAINST THE COUNTY, AND ALL RESULTING LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES) INCURRED BY OR SOUGHT TO BE IMPOSED ON THE COUNTY (COLLECTIVELY "CLAIMS") BECAUSE OF INJURY (INCLUDING DEATH) BY ANY MANNER OR METHOD WHATSOEVER, OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL, OR INCHOATE), TO THE EXTENT ARISING OUT OF OR IN ANY WAY RELATED TO HOUSING FORWARD'S ACTS AND/OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN BROUGHT ON ANY THEORY OF LIABILITY, INCLUDING INTENTIONAL WRONGDOING, STRICT PRODUCT LIABILITY, OR BREACH OF NON-DELEGABLE DUTY. HOUSING FORWARD FURTHER AGREES TO DEFEND (AT THE ELECTION OF THE COUNTY) AT ITS SOLE COST AND EXPENSE AGAINST ANY CLAIM, DEMAND, ACTION, OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED UNDER THIS PARAGRAPH.

APPROVAL AND ACCEPTANCE OF HOUSING FORWARD'S OBLIGATIONS UNDER THIS AGREEMENT BY THE COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF RESPONSIBILITY AND LIABILITY OF HOUSING FORWARD, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS AND FOR THE ACCURACY AND COMPETENCY OF THEIR OBLIGATIONS UNDER THIS AGREEMENT; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR, OR OMISSION IN THE OBLIGATIONS PERFORMED BY HOUSING FORWARD, ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS. IN THIS REGARD, HOUSING FORWARD SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY FOR ANY CLAIMS TO THE EXTENT DIRECTLY RESULTING FROM AND ATTRIBUTABLE TO MATERIAL DEFECTS, ERRORS, OR OMISSIONS IN THE OBLIGATIONS PERFORMED BY HOUSING FORWARD, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

THE PARTIES ACKNOWLEDGE AND AGREE THAT COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 AND ARTICLE III, SECTION 49 OF THE TEXAS CONSTITUTION TO INDEMNIFY HOUSING

FORWARD OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL. THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.

- E. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Housing Forward and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Housing Forward and County with formal approval by the Dallas County Commissioners Court.
- F. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in any court of competent jurisdiction in Dallas County, Texas.
- G. Notices. All notices under this Agreement shall be in writing and shall be sent via first-class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

For Housing Forward:

Sarah Kahn
Chief Program Officer, Housing Forward
2904 Floyd St.
Dallas, TX 75204

For County:

Dr. Philip Huang, Director, DCHHS
Dallas County Department of Health and Human Services
2377 N. Stemmons Freeway Dallas, Texas 75207

With a copy to:

Dallas County District Attorney's Office Chief, Civil Division
500 Elm St, Ste. 6300
Dallas, Texas 75202

- H. **Sovereign Immunity.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
- I. **Relationship of Parties.** County and Housing Forward agree that the terms and conditions of this Contract do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Contract. County and Housing Forward are and shall be acting as independent contractors under this Contract; accordingly, nothing contained in this Contract shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Housing Forward.
- J. **Amendments.** No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.
- K. **Assignment.** Parties shall not transfer or assign their interest in, or any activity under, this Agreement without the prior written consent of the other Party.
- L. **Non-Exclusivity.** This Agreement is non-exclusive and shall not in any way preclude County from entering into similar agreements or arrangements with other vendors, contractors, or from acquiring similar, equal, or like goods or services from other entities or sources.
- M. **Fiscal Funding Clause.** Notwithstanding any provisions contained in this Agreement, the obligations of the County and Housing Forward under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. Each Party shall have no right of action against the other Party in the event they are unable to fulfill their obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Housing Forward at the earliest possible time.

- N. Authority and Binding Effect. Each Party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such Party. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves; except that Housing Forward, its successors and assigns shall not be obligated to perform beyond the Term of this Agreement.

[Remainder of page intentionally left blank.]
[Signatures on following page.]

Housing Forward on behalf of TX-600 Dallas City & County/Irving Continuum of Care:

DocuSigned by:
By: Joli A Robinson

9/18/2023

895D69DA5FCF432...
Joli Angel Robinson
President & Chief Executive Officer

Date

Dallas County on behalf of Dallas County Health and Human Services:

By: _____

Clay Lewis Jenkins
Dallas County Judge

Date

RECOMMENDED:

DocuSigned by:
By: Philip Huang, M.D. MPH 9/20/2023

0052A5B2743E407...
Philip Huang, MD, MPH, Director
Dallas County Health & Human Services

Approved as to Form*:

JOHN CREUZOT
Dallas County District Attorney

BARBARA NICHOLAS
Chief, Civil Division

By: Lacey Lucas

Lacey B. Lucas
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).






CoC-County Limited Preference MOU [FINAL]

Final Audit Report

2023-09-18

Created:	2023-09-18
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**ADMINISTRATIVE PLAN
FOR THE
DHA HOUSING CHOICE VOUCHER
PROGRAMS**

Effective Date: October 4, 2022

Replaces last revision of: September 13, 2021



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Addenda

ADDENDUM 1	Family Self Sufficiency Plan
ADDENDUM 2	HUD – Veterans Affairs Supportive Housing (VASH) Program
ADDENDUM 3	Family Unification Program
ADDENDUM 4	Preservation Program
ADDENDUM 5	Medicaid Waiver Program
ADDENDUM 6	Project Based Programs
ADDENDUM 7	Walker Settlement Voucher Program SVIP 2019
ADDENDUM 10	Housing Choice Voucher Homeownership
ADDENDUM 11	CPSH Settlement 2020
ADDENDUM 12	Emergency Housing Voucher (EHV) MOU

Housing Choice Voucher Program Administrative Plan

Introduction

The DHA administers a variety of tenant-based, project-based, and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Housing Choice Voucher Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 and 983 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by DHA. The Administrative Plan, hereinafter referred to as the “Plan”, covers both admission to and continued participation in the abovementioned programs.

Only DHA’s Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR §982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly, by all program staff. Issues not addressed in this document related to applicants, participants, and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars, and notices, or other applicable law.

Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the

Settlement Voucher Implementation Plan approved by the United States District Court filed November 19, 2019. This program is covered in full in Addendum 8 to this Plan.

2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher Program at the time an applicant leases a public housing unit, DHA will inform the applicant in writing of his/her right to apply for the program when the program waiting list opens.

B. Objectives of Section 8 Housing Choice Voucher Programs

1. DHA's objective in administering the Housing Choice Voucher Programs is to provide decent, safe, and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the number of vouchers and funding available, DHA's budget, and the availability of adequate housing.
2. The Section 8 Housing Choice Voucher Program provides participating families with greater choice of housing opportunities by subsidizing rental payments to private landlords. Through this program, DHA helps low-income families obtain quality housing within DHA's geographical jurisdiction.
3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
4. Through program administration, DHA shall:
 - a. Ensure eligibility and correct family share of rent for participating families;
 - b. Ensure Housing Quality Standards are enforced;
 - c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
 - d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
 - 1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
 - 2) All other Section 8 Housing Choice Voucher families;
 - e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
 - f. Limit occupancy of DHA's voucher families to no more than 30% of the total number of

units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

DHA affirmatively furthers fair housing and works to remove impediments to fair housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing fair housing and equal opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, participant, or landlord; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. DHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
3. Executive Order 11063;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise

Section 504 and the Fair Housing Amendments govern);

7. Violence Against Women Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA);
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;
9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

When more than one civil rights law applies to a situation, the laws will be read and applied together. DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others¹;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
9. Discriminate in the provision of residential real estate transactions;
10. Discriminate against someone because they are related to or associated with a member of a protected class; or

¹ Except when needed to provide person with disabilities special services to achieve equal access to programs.

11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, DHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR §982.301
2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract.

E. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, DHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
4. All applicable fair housing information and discrimination complaint forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. DHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR §8.4
2. DHA will verify all reasonable accommodations requested through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Generally, all accommodations are re-verified during the participant's annual recertification. DHA may extend the time which an accommodation is verified, if recommended/verified by the medical practitioner.

3. A reasonable accommodation is a modification or change DHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR §8.20
4. An accommodation is not reasonable if it: 24 CFR §8.21(b) and 24 CFR §8.24(a)(2)
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of DHA's program.
5. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
7. Specific actions are described in DHA's Reasonable Accommodation Procedure (357-1.1). 24 CFR §8.4
8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR §8.21
9. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly, in plain language. 24 CFR §8.6
10. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy as listed below. There is no requirement that members with a disability be able to do these things without assistance. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. Program participants must be able: 24 CFR §§8.3 and 8.20
 - a. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in a reasonable way;

- d. To create no health, or safety hazards, and to report maintenance needs;
- e. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- f. Not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- g. To comply with necessary and reasonable rules and program requirements of HUD and the DHA.

11. If an applicant or participant receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or participant is not obligated to accept the service, but if refusing service results in a lease violation(s), the landlord may terminate the lease and DHA may terminate assistance. 24 CFR §8.2

12. An applicant or participant who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination or withdrawal of assistance. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20

13. If an applicant or participant would prefer not to discuss the situation with the DHA, that is his/her right.

G. Denial or Termination of Assistance

DHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. 24 CFR §982.552 (2)(iv)

- 1. When applicants with disabilities are denied assistance, the notice of denial must inform them of DHA's informal review process and their right to request a review . In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an informal review is outlined in this document.
- 2. When a participant family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
- 3. When reviewing reasonable accommodation requests submitted before termination of assistance, DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If

a reasonable accommodation will meet the requirements, DHA must make the accommodation. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

H. Providing Information in Languages Other Than English for Persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
 - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of DHA speaks the language needed, the staff member will provide translation services.
 - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
 - d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III. General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance (24 CFR §985). DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy, and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. DHA operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.
 - a. Selection from the Waiting List
 - b. Rent Reasonableness
 - c. Determination of Adjusted Income
 - d. Utility Allowance Schedule
 - e. HQS Quality Control Inspections
 - f. HQS Enforcement
 - g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
 - h. FMR/Exception Rent & Payment Standards
 - i. Annual Re-certifications
 - j. Correct Tenant Rent Calculations
 - k. Pre-Contract HQS Inspections
 - l. Annual HQS Inspections
 - m. Lease-up
 - n. Family Self-Sufficiency Enrollment and Escrow
 - o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor DHA's operational procedures and practices objectively and

accurately. In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher Program actions.

3. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.
4. DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
5. DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.
6. In accordance with applicable waivers issued by HUD due to COVID-19, for any PHA with a fiscal year ending on or before December 31, 2020, HUD will not issue a new SEMAP score unless the PHA requests a that new SEMAP score be issued. HUD will instead carry forward the most recent SEMAP score on record. Period of Availability: HUD will resume issuing new SEMAP scores beginning with PHAs with fiscal year end dates of March 31, 2021.

B. Privacy Rights of Clients

1. All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD Form 9886, at admission and every recertification thereafter, in conjunction with the HUD Form 50058, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for DHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.
2. Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon DHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.
3. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).
4. Retention of files for past participants will be in accordance with DHA's Records Retention Procedure (001-3). Participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed to DHA will be

retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files are retained indefinitely regardless of participation status.

C. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher Program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;
4. Independent group residences;
5. Congregate housing; and
6. Single Room Occupancy (SRO) facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), or by approved reasonable accommodation, are not eligible types of housing in the HCV program.

D. Continuously Assisted Families

1. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR §982.203) as "special (non-waiting list) admissions".
4. When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

E. Outreach to Eligible Families, Affirmative Marketing

1. DHA reserves the right to open or close the lottery pool based on the supply of available

vouchers and applicants and in accordance with its Procedure for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

2. To reach families from all backgrounds, DHA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

F. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. DHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.
3. DHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants with accessing affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty

neighborhood. Mobility counseling identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face.

7. DHA provides the following to Housing Choice Voucher holders:

- a. Information on general locations and characteristics of neighborhoods including: shopping centers, light rail lines, bus lines, etc.
- b. A list of properties/owners who accept Section 8 Housing Choice Vouchers is available on-line at www.gosection8.com.
- c. A description of portability provisions available in the Housing Choice Voucher program.
- d. A map that identifies areas of low poverty and minority concentrations within the City of Dallas and the Greater Dallas Metropolitan Area areas.

G. The Family Self Sufficiency Program

1. The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. For further information, see DHA's FSS Action Plan in Addendum 1.
2. 24 CFR §984 establishes the requirements for the Section 8 and Public Housing FSS Program. Section 984.303(d) authorizes a PHA to extend a family's FSS contract of participation for a period not to exceed two years upon a finding of good cause. HUD has made a determination that the circumstances surrounding COVID-19 qualify as "good cause" to extend family contracts, and FSS programs may consider this expanded definition of "good cause" as they make their determinations on each family's eligibility for an extension. The period of availability during which the PHA may extend the family's contract of participation using COVID-19 as the "good cause" ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

H. The Homeownership Program

1. Policies related to DHA's Homeownership Program are included in a separate document entitled Homeownership Plan, and incorporated in this Plan as Addendum 10.
2. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may permit the a family to purchase the home without fulfilling the normally applicable pre-assistance homeownership counseling requirements. DHA continues to encourage these counseling requirements if they can be completed under social distancing directives. In addition, for any family that is in the last year of this term (i.e., the 15th year or the 10th year, as applicable) and that is experiencing financial hardship as a result of the COVID-19 pandemic, a PHA may provide homeownership assistance for up to 1 additional year. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

I. The Project Based Assistance Program

1. DHA reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number of DHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see Addendum 7.
2. The statute and regulations at 24 CFR §983.301(b) provide that the PHA must inspect each contract unit before execution of the HAP contract and that the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, §983.156(a)(1) further provides that the PHA must inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional requirement imposed by the PHA under the Agreement. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life threatening conditions exist in the unit or units in question. At minimum the PHA must require the owner's certification. However, the PHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. The period of availability for PHAs to accept owner's selfcertification for the pre-HAP inspection/completion of work requirement ends on December 31, 2020. For any unit for which a PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than the 1-year anniversary of the date of the owner's certification, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. In recognition that the COVID-19 pandemic is creating uncertainty for owners and families, HUD is waiving the requirement to remove a unit from a PBV HAP contract after 180 days of zero housing assistance payments to the unit owner on behalf of the family residing in the unit. As an alternative requirement, HUD is authorizing a PHA at its discretion to keep such units under contract for a period of time that exceeds 180 days but does not extend beyond December 31, 2020. Similarly, with respect to 24 C.F.R §983.258, HUD is providing that a PHA that adopts the alternative requirement may resume housing assistance payments on behalf of a family residing in such a unit should the family's income change at any point during the period of time covered by the extension. In according with Notice PIH 2020-13, the period of availability for the extension ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review DHA's PBV selection process.	1: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA's Administrative Plan.	24 CFR §983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)
Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205.	PBV: 24 CFR §983.59(b)(2)
Inspect units.	PBV: 24 CFR §983.59(b)(3)

Section IV. Admission Standards

Applicants must meet basic eligibility requirements at the time of selection from the waiting list; otherwise, the applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. **Income Eligibility.** A family is eligible for assistance under the Housing Choice Voucher Program if, at the time they receive assistance, the family meets one of the standards listed below:

- a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
 - b. Qualifies as a very low-income family (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or
 - c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 of the 1937 Housing Act (42 U.S.C.).
2. General Eligibility. DHA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:
- a. Family: The applicant must qualify and document their status as a family, elderly family, disabled family, or a single person, as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of family.
 - b. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.
 - c. Citizenship or Eligible Immigration Status: DHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a mixed family. At least one family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the family. Families must provide documents for each member as evidence of citizenship or eligible immigration status.
 - 1) United States Citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A United States passport; or
 - iii. A Birth Certificate or Certificate of Naturalization and/or other approved documentation.
 - 2) Eligible non-citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A signed Verification Consent Form; and
 - iii. One of the original U.S. Immigration and Naturalization Service's documents listed on the declaration form.

d. Student Status: DHA shall provide assistance to independent full-time college students of legal age or emancipated minors under state law that meet the following criteria as stated in PIH Notice 2005-16:

- 1) Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support;
- 2) The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year;
- 3) The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and
- 4) The college student must be income eligible.

e. Criteria that may possibly qualify a student for housing include: (24 CFR §5.612)

- 1) Student is over the age of 24, or
- 2) Is a veteran of the United States Military service, or
- 3) Is married, or
- 4) Has a dependent child, or
- 5) Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
- 6) Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or
- 7) Is living with parents who are receiving Section 8 assistance.

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's family age 18 and older. As required by Federal law, DHA shall screen to ensure that no member of the family has engaged in recent violent criminal activity that threatened the safety of the public, or in drug-related criminal activity.
2. DHA shall not approve admission of applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

3. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown in the table below. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's family who will be included on the lease:
 - a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.
 - b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel in the past five years.
 - c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five years.
4. DHA may waive the criminal history requirement for applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans, and/or disabled persons.
5. DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Housing Choice Voucher Program.
 - a. Drug Related Eviction: DHA shall review residential history to determine if the family has lived in federally assisted housing, and deny admission if any family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within seven years of the application date. An exception may be made if the

member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.

- b. Illegal Drug Use: DHA shall deny admission to any family if there is a reason to believe that a family member uses or sells illegal drugs, or is engaged in drug-related criminal activity; or that a family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing, or manufacturing illegal substances.
- c. Conviction for Methamphetamine Production: DHA shall **permanently** deny admission to families if an adult member has been convicted for the manufacture of methamphetamine (also known as speed) in federally assisted housing.
- d. Sex Offenders: DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement as a sex offender. DHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
- e. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol, and:
 - 1) Has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if applicant is from another State; or
 - 2) Is participating in a supervised alcohol rehabilitation program.
- f. Violent Criminal Activity: DHA shall deny admission to any family if there is reason to believe that a family member engaged in any of the following acts:
 - 1) Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim); or
 - 2) Any activity involving the use of weapons against persons or property.
- g. Crimes That Threaten the Peace, Health and Safety of Others: DHA shall deny admission to any family if there is reason to believe that a member of the family has engaged in any activity that threatens the peace, health, and safety of others.

Note: Effective in Yardi 12/11/2019			
Offenses (Convictions for)	Felony (Years)	Misdemeanor (Years)	Patterns of Misdemeanors
1) Alcohol Related	7	0	2+ in 3 yrs (any type)
2) Arson	Any	7	
3a) Assault and Battery I	5	5	
3b) Assault and Battery II	Any	Any	
4) Bad Checks	0	0	
5a) Burglary I	5	5	
5b) Burglary II	7	7	
6) Crimes Against Animals	5	5	
7) Crimes Against Children	Any	Any	
8) Crimes Against Gov't	5	5	
9) Cyber Crimes	7	5	
10) Destruction of Property	5	5	
11) Disturbance of Peace	5	0	2+ in 3 yrs (any type)
12) Domestic Crimes	7	7	
13a) Drug Offenses I	5	5	
13b) Drug Offenses II	5	5	
13c) Drug Offenses III	7	7	
13d) Drug Offenses IV	Any	Any	
13e) Drug Offenses V	Any	Any	
13f) Drug Offenses VI	10	5	
13g) Drug Offenses VII	Any	Any	
14) Embezzlement	7	7	
15a) Fraud I	7	5	
15b) Fraud II	7	7	
16) Gambling	5	5	
17) Harassment	7	5	
18a) Homicide I	7	7	

18b) Homicide II	7	7	
18c) Homicide III	10	10	
18d) Homicide IV	Any	Any	
19a) Kidnapping I	Any	7	
19b) Kidnapping II	Any	Any	
20) Organized Crime	10	10	
21) OUI, OVI, DWI	5	5	
22) Petit Theft	5	5	
23) Purposely Obstructs the Law	5	5	
24) Robbery	10	10	
25) Sex Crimes - Other	7	7	
26a) Sex Crimes Against a Person	Any	Any	
26b) Sex Crimes Against a Child	Any	Any	
27) Theft/Larceny	7	7	
28) Traffic Violations	0	-	
29) Trespassing	7	5	
30a) Weapons Related I	5	5	
30b) Weapons Related II	Any	Any	
31) Incarceration (Due to Conviction) Release Date	5	5	
32) Any Offense Not Listed	7	7	

C. Debts Owed to DHA

1. Applicants to the Section 8 Housing Choice Voucher Program must be free of any debts to DHA or another housing agency before being admitted to the program.
2. Families participating in DHA rental assistance programs may not be indebted to DHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, participants may be permitted to repay their debt in installments. See DHA's Program Integrity and Ethics Procedure.

D. Public Housing and Former Program Participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.
2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.
3. The following violations within the past 10 years are grounds for denial of admission:
 - a. While participating in the Section 8 Housing Choice Voucher Program, the family violated any family obligation, as set forth in 24 CFR §982.551, as amended. An exception may be granted if the family member who violated the family obligation is not a current member of the household, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.
 - b. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - c. The family must have paid any outstanding debt owed to DHA or another housing agency, as a result of prior participation in any federal housing program. See also Section IV.C. above.
 - d. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs (Residential Communities) must be in good standing under the terms of the DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
 - e. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to DHA's Program Integrity and Ethics Procedure.
 - f. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.
 - g. No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

1. DHA has resumed accepting preliminary applications for the HCV program via open enrollment effective January 21, 2020. From this date forward and until further notice,

DHA will maintain a continuously open waiting list. The waiting list is covered in detail in DHA's Waiting List Procedure (600-1.8).

2. Applications for the Housing Choice Voucher Program are accepted electronically, through DHA's Rent Cafe portal. The application or preliminary application constitutes the basic record of applicants applying for admission; therefore DHA shall only accept complete applications. The application, together with all other materials relating to the applicants' eligibility, shall be placed in the applicants' file.
3. Applicants who need assistance in completing their applications or who need an alternative method of communication because of a disability will be provided with such assistance or alternative communication method upon request.

B. How the Waiting List is Organized

1. During Open Enrollment DHA initially received thousands of applications per day. DHA utilizing its housing management software, will order its list of applicants by random assignment (lottery) for the HCV waiting list. Applicants placed on the HCV waiting list using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned number and according to DHA Local Preference(s) in DHA's Wait List Procedure (600-1.8), unless specified otherwise in the open enrollment public announcement.
2. After Open Enrollment, DHA will add applicants to its waiting list as preliminary applications are received.
3. The initial application is a preliminary application which constitutes the basic record of applicants applying for admission; therefore applicants must supply complete and true information. The application and all other materials relating to the applicant's eligibility will be placed and retained in the applicant's file. At a minimum, the HCV Waiting List will include the following information:
 - a. The applicants' name, address, and phone number;
 - b. The name, relationship to head of household, gender, and age of family members who will reside in the assisted unit;
 - c. The number of bedrooms for which the family initially qualifies in accordance with DHA occupancy standards;
 - d. Estimated annual household income (not verified until eligibility determination);
 - e. The date of lottery pull;
 - f. Qualification for any local preferences, if applicable; and
 - g. Racial and ethnic designation of the head of household.
4. Applicants that are selected by lottery and placed on the waiting list shall be informed in writing via email. Applicants that are not selected by lottery will remain on the waiting

list; however, their application will remain in DHA's database for up to 18 months and may be selected in the future.

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.
6. Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum 7. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).
2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.
3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020², agreement between DHA and plaintiff's counsel, DHA will offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

² Both documents are included in Addendum 8 to this policy.

- a. First priority for regular HCV participant families with children living in R/ECAP areas, with a focus on children under the age of thirteen;
- b. Second priority will be to regular HCV participant families currently residing in a R/ECAP area;
- c. Third priority will be to applicants selected from DHA's WSV waiting list with consideration of whether those families are residing in a R/ECAP area; and
- d. Fourth priority will be to all other applicants on DHA's WSV waiting list.

D. Selection from the Waiting List

1. Preferences may be established to order the selection of applicants from the waiting list. So long as available funding permits issuance of turnover vouchers, DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate.
2. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any admissions preferences will be considered non-preference applicants. Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied to the HCV Wait list (including special purpose voucher) after January 1, 2020. Details on when and how these preferences may be applied are included in DHA's Wait List Procedure (600-1.8).

See next page

<p>Working families 24 CFR §982.207 (b)(2)</p> <p>DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.</p>
<p>Student education</p> <p>Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.</p>
<p>Homeless 24 CFR §982.207 (b)(5)</p> <p>DHA may adopt a preference for admission of homeless persons. DHA may offer this preference to applicants that have been referred by DHA's community Coordinated Access System (CAS).</p>
<p>Natural disaster, government action, or DHA action</p> <p>DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.</p>
<p>Congregate housing</p> <p>DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.</p>
<p>VAWA</p> <p>DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.</p>
<p>Aging out of foster care</p> <p>DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.</p>
<p>Limited Preference for Families with Children (Mobility Demonstration Vouchers)</p>

DHA may adopt a preference for families with at least one child aged 13 and under (at the time of application) that live in census tracts with a family poverty rate of 30 percent or higher.³

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. The final determination of eligibility is made when the applicants are selected from the HCV waiting list, and the applicants income and family composition is verified.
5. Documentation to determine eligibility includes:
 - a. All adult members of applicant families are required to sign HUD's Form 9886 Authorization to Release Information Privacy Act Notice.
 - b. Applicants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. If a social security number has never been issued for a family member, the member must obtain a Social Security Number. The parent or guardian of a child or disabled adult must sign a certification statement for each person. If a family member does not have the original Social Security card issued by the Social Security Administration, DHA will accept photo identification and verification of the number from the Social Security Office. An original award letter from the Social Security Administration can be used for this purpose. 24 CFR §5.216 exceptions to this rule are listed here:
 - 1) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010. For these individuals, disclosure and verification documentation must be obtained that verifies the applicant's exemption status. 24 CFR §5.216(e)
 - 2) Applicant households with persons under the age of 6 that were added to the

³ Section 235(c)(6) of Division G of the 2019 Appropriations Acts allows for the "establishment of priority and preferences for participating families, including a preference for families with young children, as such term is defined by the Secretary, based on regional housing needs and priorities." Given this authority, HUD is requiring that PHAs establish a waiting list preference, both for MDVs and for the number of regular turnover vouchers PHAs must make available for the demonstration. If a PHA does not have enough families on the waiting list that meet the required preference, the PHA will select the next available family with at least one child aged 17 or under from the waiting list. FR-6191-N-01.

applicant household within the 6 months prior to admission. The family must disclose and provide verification of the SSN within 90 days of the date of admission. There is a 90-day period during which an applicant family may become a participant, even if the family lacks the documentation necessary to verify the Social Security Number of a family member under the age of 6. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control. 24 CFR §5.216(h)(3) If the applicant family does not produce the required documentation within the authorized time period, DHA will impose appropriate penalties, including termination of assistance. 24 CFR §5.218

- c. Individuals who claim the preference as currently or formerly homeless must be certified as meeting the HUD definition of homeless by the Bridge (an emergency shelter for the homeless in Dallas).
- d. Families who claim preferences for domestic violence, individuals aging out of foster care, families who are currently or formerly homeless, and congregate housing must be certified as qualified by a DHA-approved referral agency.

E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:
 - a. are being relocated from DHA's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or because a unit that is the right size for their family is unavailable; or
 - b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or
 - c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.
2. A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above.
3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.
4. Generally, DHA will receive replacement housing vouchers to assist these families, but if the

process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 30% of the area median income (extremely low-income applicants). These applicants will be selected before other eligible applicants on an as needed basis, to ensure the income targeting requirement is met.
2. It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.
3. Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures, or owner opt outs, etc.

G. Determination of Ineligibility and Informal Review

1. DHA shall notify all applicants found ineligible for assistance, that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, applicants will be allowed to review a copy of relevant documentation regarding the determination.
 - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Vice President of Voucher Programs and/or his/her designee for an informal review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant's status has been made.
 - b. The request for an informal review must be made in writing within 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.
 - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the applicant for consideration.

- d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President of Voucher Programs (or designee) will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.
 2. The Vice President of Voucher Programs or his/her designee will review matters presented by applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
 3. DHA shall not grant file reviews for matters related to:
 - a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
 - b. DHA's determination of family's unit size under DHA subsidy standards;
 - c. DHA's determination not to approve leasing a unit under the Section 8 Housing Choice Voucher Program, or approve a proposed lease;
 - d. DHA's determinations that a unit selected does not comply with HQS;
 - e. DHA's determination that a unit selected is not in accordance with HQS because of the size of the family;
 - f. DHA's refusal to extend family's voucher past the maximum time allowed under DHA policy;
 - g. DHA's determination of rent reasonableness;
 - h. DHA's schedule of utility allowances; and
 - i. DHA's decision not to approve a unit or tenancy.
 4. DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.
 5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.
- H. Briefing and Issuance of Vouchers
1. DHA briefs all families entering the Section 8 Housing Choice Voucher Program for the first time, relocating families, and families porting into Dallas (Section 8 Housing Choice Voucher participants that transfer from another housing agency).
 2. Briefing attendance is mandatory. Applicants/participants will receive written and/or telephone notification of the date, time, and location of the scheduled briefing. Applicant

must call 24 hours prior to the scheduled briefing to reschedule. A maximum of two appointments shall be granted per applicant/tenant. Any applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an informal review. Briefings may be conducted in group sessions or individually. In limited circumstances, DHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

3. DHA may conduct individual briefings as a reasonable accommodation, if needed by persons with disabilities.
4. Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.
5. DHA may hold a combined briefing and voucher issuance session.
6. In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Housing Choice Voucher families to seek housing in non-poverty areas by providing to families:
 - a. Information or access to the addresses of units available to Section 8 Housing Choice Voucher families, as well as the landlords' names and telephone numbers;
 - b. Information on individual units available for lease;
 - c. individual counseling and information about public transportation to view units;
 - d. information on neighborhood amenities, including information on crime, schools, day cares, health care and public transportation; and
 - e. Counseling to families on program matters, and in instances of alleged program discrimination.
7. Schedules for briefings will be communicated to the Inclusive Communities Project (ICP), so their staff can participate in all briefings to assist with and encourage mobility moves.
8. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may provide the voucher briefing by other means such as a webcast, video call, or expanded information packet. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA. See DHA's HCV Orientation Briefing and Voucher Issuance Procedure (550-4.1) for additional details.

I. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood⁴ where the percentage of persons of a particular racial or ethnic minority⁵ is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.⁶
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network, and the Cole Indices are used as resources to increase the interest of private landlords within DHA jurisdiction.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher Program guidelines, fair housing, Housing Quality Standards, and other landlord-related issues. In addition, DHA conducts landlord workshops, corporate briefings, property visits, and initiates telephone contact with landlords owning housing units in low-poverty areas.
4. The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures.

J. The Term of Vouchers

1. Vouchers expire 90 days from the date of issuance. DHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, DHA may only extend the voucher term as a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.
2. Class members participating in the Walker Settlement Voucher Program and actively searching for housing in eligible census tracts will be given 120 days to find suitable housing.
3. Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given 120 days to find suitable housing.

⁴ As that term is used by HUD.

⁵ As based on the most recent decennial census.

⁶ As based on the most recent decennial census or the most recent American Community Survey data.

4. Applicants/participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the voucher. The family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e. toll) the term of the family's voucher. Should the family be required to resume their search for housing (e.g. because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.
6. The voucher shall be withdrawn if the family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the family from completing a new application for the HCV Waiting List, when the waiting list is open.
6. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may grant extension(s) needed as a result of COVID-19 that are not described herein, even though DHA has been unable to formally amend its policy in the administrative plan. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

K. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the Portability Procedure (500-1.8). Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers
 - a. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.
 - b. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under DHA's budget authority, if the receiving PHA cannot absorb their voucher.
 - a. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

- c. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify DHA in writing when they want to move out of DHA's jurisdiction using the portability feature.

2. Incoming Vouchers:

DHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when DHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), DHA will not absorb incoming portable Vouchers but will bill the sending PHA for the family's costs under the program.

L. Relocation of Witnesses and Victims of Crime

DHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. DHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

Section VI. Request for Tenancy Approval, Inspection, and Leasing

A. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. When a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
 - a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
 - 1) The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the DHA to determine whether to approve the assisted tenancy in this unit.
 - 2) Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
 - 3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household and the owner is not living in the unit.
 - b. All new landlords may be required to provide the following documentation:
 - 1) Tax identification letter issued by the IRS or social security card.

- 2) Direct deposit agreement with voided check.
- 3) Current government issued photo ID.
- 4) IRS W-9 form with original signature.
- 5) Copy of warranty deed, or other approved deed or proof of control of the unit.
- 6) Proof of payment of real estate taxes.
- 7) Copy of management agreement (for property management companies).
- c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The duration of the lease may be no more or no less than one year.
- d. For units constructed prior to 1978, owners must either
 - 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
 - 2) attach a lead-based paint disclosure statement.
3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15
4. When the family submits the RFTA the DHA will review the RFTA for completeness.
 - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the DHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
 - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The DHA will not accept missing information over the phone but will accept some missing information via fax or email.
5. When the family submits the RFTA, the DHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
 - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the DHA will notify the family and the owner of the discrepancies.
 - b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The DHA will not accept corrections by phone but will accept some corrections via fax or email.

6. Because of the time sensitive nature of the tenancy approval process, DHA will attempt to communicate with the owner and family by phone, fax, or email. DHA will use mail when the parties can't be reached by phone, fax, or email.

7. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is canceled/voided.

B. Housing Quality Standards and Inspections

1. Prior to execution of the HAP contract, DHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards (HQS).
2. HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR §982.401. Additionally, DHA exercised flexibilities to add acceptability criteria variations to HQS, which meet or exceed HUD's performance requirements. Based on HUD's approval of DHA's request, dated December 17, 2019, to add the City of Dallas Housing Code to the existing inspection acceptability criteria, DHA has adopted the Dallas Housing Code in addition to HQS as its inspection standards.
3. Due to the COVID-19 pandemic, and corresponding order from Dallas County to practice social distancing, DHA has determined it necessary and appropriate to modify current HQS inspection procedures to allow for either virtual inspections with the use of audio/visual technology, or conditional approvals that will be verified at a later date. DHA's Virtual Inspection Procedure (550-2.1) sets forth processes for both options. DHA Inspectors will try first to conduct a virtual inspection, and move to a conditional inspection approval if required.
4. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.
5. The family must allow DHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
6. Modifications to Provide Accessibility
 - a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.
 - b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR

§35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

- c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. 24 CFR §100.203; Notice 2003-31

7. Family Responsibilities 24 CFR §982.404

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

- a. Utilities that are required to be paid by the tenant are not in service;
- b. Appliances that are required to be provided by the tenant are absent or not working.
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

8. Owner Responsibilities

- a. The owner is responsible for all HQS violations not listed as a family responsibility above; however, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.
- b. DHA does not enforce the lease agreement between the family and the owner through the enforcement of HQS; however, a family's living habits may cause damage to the unit and result in HQS violations that are the owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to DHA at the time of occurrence.
- c. DHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the family that has violated the lease agreement.

- d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.
 - e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.
9. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225
- a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six.
 - b. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling.
 - c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-based hazards in accordance with the lead based paint regulations 24 CFR §§35.1325 and 35.1330.
 - d. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report.
 - e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
 - f. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.
 - g. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age living in a HCV assisted unit built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit.
 - h. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
 - i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's area of operation the names and/or addresses of children under 6 years of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the

owner and conduct a risk assessment inspection.

10. Violation of HQS Space Standards 24 CFR §982.403

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the DHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.
2. DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the landlord and family. A report for every inspection shall be prepared and maintained in the family's file in the voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.
3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, and require the defects be corrected. A copy of this notification shall be retained in the family's file. If DHA determines, as a result of the re-inspection that the landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract. If the landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.
4. Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the landlord.
5. Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an immediate threat to the health and safety of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks (window, doors, or any point of entry),
- b. Broken window or door frames,

- c. Major plumbing leaks or flooding, such as waterlogged ceiling or floor in imminent danger of falling,
 - d. Natural gas or fuel oil leaks,
 - e. Any electrical problem or condition that could result in shock or fire,
 - f. Condition that presents the imminent possibility of injury,
 - g. Obstacles that prevent safe entrance to or exit from the unit,
 - h. Absence of a functioning toilet in the unit,
 - i. Inoperable smoke detector,
 - j. No gas in unit when the unit has gas appliances or fixtures,
 - k. No running water in unit,
 - l. No electrical power in unit,
 - m. From October 1st – March 31st, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - n. From April 1st – September 30th, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - o. The unit lacks hot water; or
 - p. Referrals to/from the City of Dallas.
6. If a family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Code Compliance Office.
7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will

issue notice to the landlord giving an opportunity to cure the violation. DHA or the City of Dallas will reinspect. Failure on the part of the landlord to cure the violation will result in abatement of the HAP payment and may also result in termination of the housing voucher or reissuance of a voucher to enable the resident to relocate to other suitable housing. As stated in this policy, DHA's HQS criteria have been amended to include the City of Dallas Housing Code; therefore, a violation of the City of Dallas Housing Code is also a violation of HQS, and subject enforcement by DHA.

D. Complaint Inspections

1. DHA shall respond to all families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.
2. Once the complaint is received, DHA shall notify the family and landlord of the complaint and give the landlord and/or family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
3. Hazards that pose no threat to the health and safety of families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.
4. Re-inspection Process: DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.

DHA will bear the cost of the first inspection of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS, DHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements.

E. DHA-Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

F. Abatement of Housing Assistance Payment

DHA shall abate HAP to landlords for units that fail HQS when the landlord fails to make acceptable corrections within the required time frame and may take action to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program. DHA shall not abate payments to landlords for violations of HQS that are the family's responsibility. DHA shall offer housing mobility services to the family when payments to the owner are abated due to no fault of the family.

1. Mandatory Relocation of Family

- a. Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the family. DHA shall cancel the HAP contract when the family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
- b. If DHA initiates action to abate the unit, the family must move from the unit. If the family decides not to move, DHA shall terminate the assistance to the family in accordance with the HAP Contract.

2. HQS Violations Caused by the Family

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the family is not the responsibility of the landlord. DHA will terminate assistance to the family if the family fails to correct a HQS breach caused by the family member or by a guest.

The following actions constitute a family breach of the HQS:

- a. Tenant paid utilities that are not in service;
- b. Failure to provide and maintain any appliances that are to be provided by the family;
- c. Vermin infestation in the unit caused by the family's housekeeping; or
- d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility



The owner is responsible for all other HQS violations not listed in the family breach of HQS section listed above, even if the violation is a result of the family's living habits. If the family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the family from the property. (See family violation section listed above.)

The owner may choose to make repairs that result from a family's violation of the lease agreement and bill the family for the repair.

G. Screening and Security Deposit Requirements

1. DHA encourages landlords to screen all potential residents. Landlords need not accept families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units, or a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.
3. If requested, DHA will provide the landlord with the family's current address, as shown in DHA's records, and the name and address, if known, of the family's current and previous landlord.

H. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the following:

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. DHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, DHA will explain the problems to the owner and

suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. DHA does provide a sample lease agreement that owners may opt to use.

I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits⁷, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA.
2. Any appliance, service, or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance, or other item.
3. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises are not acceptable.

J. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

K. Rent Reasonableness Determination

DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area.

⁷ Note that an assistance animal verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.

DHA shall exercise this authority for all Section 8 Housing Choice Voucher tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

- a. Location and age of the unit;
- b. Unit size, including the number of rooms and square footage of rooms;
- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);
- d. The quality of the units including the quality of the original construction, maintenance and improvements made;
- e. Amenities, services, and utilities included in the rent;
- f. Availability of public transportation at or near the unit; and
- g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted through any of the following programs:

- a. Section 8 Housing Choice Voucher project-based assistance;
- b. Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects;
- c. HOME or Community Development Block Grant (CDBG);
- d. units subsidized through federal, state, or local tax credits or tax incentives;
- e. and units subsidized by the Department of Agriculture rural housing programs.

3. Rents Charged for Other Units on the Premises

- a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

- b. By accepting payment from DHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.
- c. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at 24 CFR §982.507, which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

- a. DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.
- b. DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.
- c. Section 24 CFR §982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the

form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

- a. The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.
- b. In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- c. Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.
- d. DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

L. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the family's share of the rent will not exceed 40 percent of the family's adjusted monthly income, DHA will execute a Housing Assistance Payment (HAP) Contract with the owner.
2. DHA shall execute HAP contracts for new admission families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.
3. DHA shall execute HAP contracts for moving families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating families on the last day of the month. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. If the family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the family will be responsible for the rent due to the landlord in one of the units (DHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).
4. DHA shall inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

M. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the landlord by the fifth of each month.
2. All HAP payments made by DHA to the landlord are deemed received by the landlord when the funds are wired by DHA to the landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the family. If the HAP contract has not been executed within 60 days of move in by the family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. DHA will not pay late fees on unpaid late fees.

No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the landlord or the HAP to be made by DHA.

DHA shall pay a late fee of \$50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made upon request from landlord, provided he/she has a policy and practice of collecting late fees from private market families residing in his/her units.

5. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may forgo the 60-day time frame set forth above. HUD waived the regulatory requirement to allow PHAs to execute the HAP contract after the 60-day deadline has passed and make housing assistance payments back to the beginning of the lease term. However, DHA and owner must execute the HAP contract no later than 120 days from the beginning of the lease term. The period of availability to execute the HAP contract after the normally 60-day period from the beginning of the lease term ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

N. Rent Increases to Owners

Owners may request a rental adjustment once per year. All adjustment requests submitted to DHA must be requested in writing in the format prescribed by DHA. Upon receipt of the owners written request, DHA will:

1. Conduct a rent reasonableness study;
2. Notify the owner of our determination;
3. Provide 30 days written notice to family;
4. Prepare and distribute the Notice of Amendment to the HAP Contract to match the updated lease agreement; which may be different from the original notice from the owner. The effective date will also depend on proper notice to the family if their portion will increase.

If the proposed rent is not within rent reasonableness guidelines, DHA will attempt to negotiate the rent with the owner. If the owner does not agree to a rent amount within guidelines, the tenant will be issued a voucher to move to a program acceptable unit.

DHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

O. Family Moves

1. Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

- a. Relocation directed by DHA;
- b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;
- c. Family need for an accessible unit to accommodate a member's disability;
- d. Catastrophic disasters;
- e. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;
- f. Family size exceeds appropriate voucher size by two or more persons;
- g. Family is moving to a neighborhood that is not economically impacted.

2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA's Vice President of Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

3. Moves within DHA's jurisdiction

Other than the exceptions noted above, families will be eligible to move within DHA's jurisdiction with continued assistance only if:

- a. they currently live in DHA's jurisdiction; and
- b. they hold a valid Housing Voucher; and
- c. they are eligible to move; and
- d. they have not violated any family obligations; and
- e. they do not owe DHA any money; and
- f. their current landlord indicates that they are fully lease compliant; and
- g. they are moving at or after the date of their Annual Recertification of Income and family circumstances and/or at the end of their lease term if the lease term is not in

conjunction with the scheduled Annual Recertification.

4. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to DHA, but not before the voucher has been issued.
5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
6. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Disability-related need, as documented by a qualified medical practitioner.
 - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
 - d. Reduction in the family's voucher size that results in the family paying excessive rent.
 - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - f. Voluntary moves after the first 12 months of occupancy.
 - g. All other moves.
7. DHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe DHA money, the family will be offered a new voucher to search for another unit.
8. At any time, DHA may deny permission to move due to the following if:
 - a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
 - b. The family does not allow DHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.
 - d. The family is verified to have committed any serious or repeated violations of the lease.
 - e. The family owes DHA or another PHA money for any reason.
 - f. DHA does not have sufficient funding for continued assistance.
 - g. The family is verified to have violated any family obligation.
 - h. For any other HUD-allowed reason.

9. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
 10. DHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify DHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.
 11. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.
- P. Owner Termination of a Participant's Lease: Grounds for Lease Termination
1. The owner may terminate the lease for lease violations at any time.
 2. The owner may terminate the lease for any other reason only after the initial period of the lease.
 3. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.
 4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.
- Q. Required Notice for Lease Termination
1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
 2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
 3. Owners must give written notice to DHA of any legal actions and are required to provide DHA with copies of all court action papers regarding program participants.
 4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies DHA with copies of all pertinent

legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.

5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
 - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
 - b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for DHA's failure to pay the housing assistance payment.

R. Change in Ownership or Property Management Company

1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.
2. DHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

Section VII. Payment and Subsidy Standards

DHA shall determine the family's unit size and family contribution of housing cost in accordance with HUD regulations using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. DHA will establish program payment standards by balancing the competing needs of setting payment standards as low as possible to assist as the highest number of families within available funding, while still setting the standards high enough to ensure that families can find and lease housing in high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
2. DHA will monitor the effect of the payment standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will

continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit.⁸

4. The payment standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
 - a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
 - b. DHA shall avoid concentration of Section 8 Housing Choice Voucher families in high poverty areas;
 - c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. DHA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.
6. DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing subsidy standards. Maximum subsidy standards for an eligible family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody, between the time of application and admission will be added to the household when verification of the birth, adoption, or court awarded custody to a family member listed on the application is provided to DHA.

⁸ Final rule FR-5855-F-03, "Establishing a More Effective Fair Market Rent System; Using Small Area Fair Market Rents in the Housing Choice Voucher Program Instead of the Current 50th Percentile FMRs; Final Rule," effective January 17, 2017, amends the voucher program regulations at 24 CFR §982.505(c)(3) to reflect the change made by HOTMA. Implementation guidance to PHAs was published in Notice PIH 2018-01.

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not if the adults do not pass the criminal history screening.
4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the head of household with written notification of the determination within 14 calendar days of the family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. DHA's decision about whether or not to permit the addition of a live-in aide to a voucher household shall be based upon verification that:
 - a. The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at 24 CFR §8.3; and
 - b. A knowledgeable professional verifies that the live-in aide is needed because of the disability; and
 - c. That the individual proposed as the live-in aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the knowledgeable professional.
2. The family and live-in aide will be required to submit a certification that the live-in aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).
4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
5. Live-in aides are required to attend the annual recertification appointments with the head of household and DHA must reverify the eligibility of the household for a live-in aide in accordance with DHA's Reasonable Accommodation Procedure (357-1.1).

6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a “remaining member of a tenant/client family.”
7. The live-in aide must meet DHA’s screening criteria. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing agency in connection with any assisted housing programs.

D. Family Subsidy Standard During Program Participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher. Such additions to the family must be reported within 10 calendar days of occurrence.
2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.
3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), DHA will notify the head of household of the need to move and issue the family another Housing Choice Voucher at the termination of the family’s lease.

E. Occupancy Standards

1. Voucher size is one factor in determining the family’s level of assistance. The size of a voucher will be based upon the family/household composition.
2. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR §982.401 and 24 CFR §982.402), and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher.
3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.
 - a. At least one person must occupy each bedroom.
 - b. A maximum of two persons may occupy a bedroom or living/sleeping room.

- c. A one-person family will be issued a one-bedroom voucher.
- d. Two youth per bedroom, unless they are of different gender.
- e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.
- f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college, is considered a member of the family.
- g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.
- h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.
- i. A bedroom may be allocated for an approved live-in aide to provide continuous medical assistance to a disabled family member. Since a live-in aide is one person, no additional bedrooms will be considered for the live-in aide's family. A live-in aide must not have another residence, but rather must live in the unit.
- j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability as a reasonable accommodation. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.
- k. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

Housing Choice Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	1	1
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	6	12
6-BR	8	14

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The housing assistance payment (HAP) is based upon the lower of the payment standard for family unit size or the payment standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original family composition may be altered when the head of household leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the head of household permanently leaves the household.
2. If the head of household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult family member capable of assuming the head of household position, the voucher assistance will pass to that remaining family member, who will then become the head of household.
3. When the head of household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining family members, the family may designate any qualified family member as the head of household. The head of household must have

the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.
6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. An exception will be considered for the benefit of minor children where there is no eligible remaining family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as head of household, DHA may consider the addition of this adult as the head of household. The adult assuming the role as head of household must assume legal custody or kinship care of the minor children. The newly designated head of household must meet DHA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated head of household may assume permanent status as head of household if the initial head of household is unable to return to the unit and grants written authorization. In such cases, the initial head of household's claim to Section 8 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

H. Temporary Absence of Head of Household

If the head of household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the voucher HAP will be provided for a maximum of 90 days. The absent head of household's income will continue to be counted and the family will be responsible for their portion of rent to the landlord for the 90-day period. If the head of household is unable to return to the Housing Choice Voucher Program assisted unit after the 90-day period, DHA will no longer consider the absent family member the head of household and the family may utilize the provisions of Section G above.

I. Family Absences from the Unit

1. The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to DHA. Absences longer than 14 consecutive days

require advance approval by the owner and DHA. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.

2. Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.
3. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may determine not to terminate the HAP contract after 180 consecutive days due to extenuating circumstances (e.g., hospitalization, extended stays at nursing homes, caring for family members). The period of availability for the extension ends December 31, 2020, and the PHA may not extend the HAP contract beyond December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

J. Separation or Divorce

1. In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which family members continue to receive Section 8 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:
 - a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or
 - b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family members of the household; or
 - c. Grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
3. DHA will not grant both parents of minor children a voucher.

K. Determination of Family Share of Housing Cost

1. The family's contribution to the housing cost will be based upon the verified annual and adjusted income as defined in HUD regulations. 24 CFR §5.609
2. The amount of the total tenant payment (TTP) will be calculated based on the highest of:
 - a. 10% of the monthly unadjusted family income; or
 - b. 30% of the family's monthly adjusted income; or

- c. DHA's minimum rent of \$50.00.
 - 3. The actual amount of the family's contribution will be the total tenant payment (TTP) unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal TTP plus the amount by which the gross rent exceeds the payment standard.
- L. Exemption from Minimum Rent Requirement
- 1. Families paying the minimum rent required by DHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their family. DHA will consider the following hardships:
 - a. The family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program; or
 - b. The income of the family has decreased because of changed circumstances including loss of employment; or
 - c. A death in the family has occurred.
 - 2. The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested, and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

M. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 Housing Choice Voucher assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

N. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction, and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than \$1 per unit month.

In accordance with applicable HUD waivers during COVID-19, public housing agencies must review their utility allowances by 12/31/2020.

O. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the family's total tenant payment, DHA shall issue the family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. Utility reimbursements are made using debit cards. If the value of the Utility Reimbursement is less than \$15 per month, the debit card will be reloaded quarterly, if more than \$15 per month, the debit card will be reloaded monthly.

Section VIII. Determining Income and Rent

A. Annual Income 24 CFR §5.609

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. See C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.3. below concerning treatment of lump-sum additions as family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. See paragraph C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

B. Non-Cash Contributions To Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; DHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third party verification.

C. Excluded Income 24 CFR §5.609

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital

gains, one-time lottery winnings, and settlement for personal property losses (but see paragraph 5 above if the payments are or will be periodic in nature);

(See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits and veterans benefits)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution to pay tuition;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a client to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Deferred payments of VA disability benefits that are received in a lump sum payment;
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the

developmentally disabled family member at home;

18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088

Examples of programs under this Act include but are not limited to:

- 1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- 2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- 3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)
- f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
- g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407
- h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. 20 USC 1087 uu

Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- i. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- m. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case “Elouise Cobell et al v Ken Salazar

D. Anticipating Annual Income 24 CFR §5.609(d)

If it is not feasible to anticipate income for a 12-month period, DHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

E. Adjusted Income 24 CFR §5.611

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

1. For All Families

- a. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
- b. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
- c. Work-related Disability Expenses/Disability Assistance Allowance — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
- d. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included

would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- 1) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - 2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
2. For elderly and disabled families only:
- a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.
 - 1) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
 - 2) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - 3) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
3. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in Section XIII.

F. Earned Income Disallowances (Adults with disabilities ONLY)

1. If a Voucher Client with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an

Earned Income Disallowance (EID) as described below. To qualify, a Voucher Client must qualify as a person with a disability and:

- a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies, for example) was received, it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the Voucher Client qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
 3. During the second 12 months after the date the client qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
 4. The disallowance periods described in number 2 and 3 above only occur while the resident is employed. If the client stops working, the disallowance stops and resumes again when the client goes back to work.
 5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the client first qualified for the EID.
 6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
 7. No one receives more than one EID in a lifetime.

G. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide, unless specified otherwise by the medical practitioner verifying the accommodation.
2. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for annual reexaminations, including the use of EIV, rather than delaying the family's annual

recertification. DHA will accept self-certification as the highest form of income verification to process annual reexaminations. The period of availability to conduct annual reexaminations using these modified verification requirements ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Re-certification dates will change when a family moves.
4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.
5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.
6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however, accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.
7. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
8. If the family fails to bring and/or submit all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.

13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR §5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
15. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
16. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

H. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for interim re-examinations, including the use of EIV. During the allowable period of eligibility, DHA will accept self-certification as the highest form of income verification to process interim reexaminations. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. Due to the COVID-19 pandemic, and corresponding widespread closing of businesses and places of employment, DHA determined to prioritize processing decreases in household income for the period from March – June 2020, including effective dates beyond this range. For most cases, increases in income were deferred during this time period to the next annual re-examination.
4. DHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	DHA ACTION
Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules ⁹ .	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in income following DHA granting interim rent decrease.	Process an interim increase.
Increase in earned income from the employment of a current household member.	Process an interim increase.
Increase in unearned income (e.g.COLA adjustment for social security).	Defer increase to the next regular re-examination.
Increase in income because a person with income (from any source) joins the household.	Process an interim increase.
Increase in monetary or non-monetary income after a voucher client claims zero income.	Process an interim increase.
Increase in earned income because a person with a history of seasonal employment (e.g. school worker, construction worker) returns to work.	Process an interim increase.
The resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than what it should be.	Process an interim increase.

5. If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with

⁹ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (24 CFR §5.615).

economic self sufficiency requirements.

- 1) If a voucher client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
- 2) If the welfare department upholds the grant reduction, the voucher client shall owe a retroactive rent on the interim rent reduction granted.
- 3) If the welfare department overturns the grant reduction, no retroactive balance is owed.
6. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, DHA is not permitted to reduce tenant rent.
7. When a family's TANF grant is reduced, DHA will verify the reason for the reduction through the Texas Department of Health and Human Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

8. Required Interim Redeterminations

For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

9. Timing of Interim Rent Adjustments

- a. Interim rent increases will be effective 30 days after the first of the month.
- b. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.
- c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
- d. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
- e. No retroactive rent decreases will be granted.
- f. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
- g. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
- h. If the family is responsible for delays in completing an interim re-certification, DHA

may terminate assistance.

- i. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
- j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

10. Interim Changes in Family Composition

The family is required to report the following in writing to DHA within ten calendar days of the change:

- a. A family member is added by birth, adoption or court-awarded custody, with or without increased income.
- b. The family wants permission to add a member by any method other than birth, adoption or court-awarded custody.
- c. The family loses a member.

11. DHA Addresses Changes in Family Composition

- a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
- b. DHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
 - 1) Relationships consistent with DHA's definition of family
 - 2) Temporary custody of foster children
 - 3) Other family member additions (e.g. kinship care)
- c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
- d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.
- e. Failure on the part of the owner to approve an additional family member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for DHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.

- f. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
 - g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
 - h. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
 - i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.
 - j. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.
 - k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.
- I. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deductions listed below as identified in 24 CFR §§5.611 and 5.617.

1. \$480 for each dependent;

2. \$400 for elderly or disabled families;
3. Un-reimbursed anticipated annual medical expenses of elderly or disabled families that exceed three percent (3%) of annual income;
4. Un-reimbursed disability assistance expenses for care or apparatus for disabled family members that exceed three percent (3%) of annual income and permit an adult family member to work; and
5. Reasonable child care expenses to allow an adult family member to work, actively seek work, or attend school.

J. Verification of Income, Assets and Deductions

DHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income, and deductions from income or its own procedures. See Verification Procedure (610-1.2).

K. Computing Rent 24 CFR §5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.

2. Total Tenant Payment is the highest of:

- a. 30% of adjusted monthly income; or
- b. 10% of monthly income; or
- c. Minimum Rent of \$50.

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. 24 CFR §5.634

4. Rent to Landlord

a. Rent to landlord is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be \$50 per month.

6. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: 24 CFR §5.630

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of adjusted monthly income or 10% of monthly income

Section IX. Termination of Assistance

A. Terminations of Families' Assistance Based on Program Regulations

DHA may terminate the assistance of families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify DHA that they wish to voluntarily terminate their assistance.
2. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months). In recognition that the COVID-19 emergency is creating economic and employment instability for many families, as well as situations where families may on a temporary basis be adding members whose additional income may result in a \$0 HAP subsidy calculation, HUD is waiving this requirement. As an alternative requirement,

DHA, upon written notice to the owner and family, may extend the period of time following the last payment to the owner that triggers the automatic termination of the HAP contract. The extension beyond the normally applicable 180 days is determined by DHA but may not extend beyond December 31, 2020. The period of availability for the extension ends December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. No family member certifies to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
4. Any member of the family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by DHA.
6. Families move out of their dwelling unit without giving proper written notice to DHA and their landlord.
7. DHA determines the landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the landlord's lease by the family, and it is verified that the family has failed to satisfy any such liability.
8. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the family has engaged in drug related criminal activity or violent criminal activity as outlined in Section IV B.
12. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, or stalking.
13. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
14. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

15. Any family member engages in illegal use of a controlled substance.
16. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
17. Any household member illegally possesses weapons.
18. Any member of the family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
19. Any family member or guest of the family engages in or threatens abusive or violent behavior toward Authority personnel.
20. All members of the family are absent from the unit for more than 14 consecutive days without PHA and landlord approval.
21. A family has their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
22. Any family member who enters into a side payment agreement without DHA's authorization.
23. Any family member or guest causes damage to the unit or surrounding property as verified by a DHA inspection.
24. Any family member or guest engages in violent physical behavior or fights.
25. Any member of the family has violated any family obligation under the Housing Choice Voucher Program as outlined in 24 CFR §982.551, as amended.
26. Any other HUD-allowed reason.

DHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

B. Terminations during a Funding Shortfall

DHA may take action to reduce housing assistance payment expenses due to a federal funding shortfall where DHA would otherwise be required to terminate participating families from the program due to insufficient funds. DHA will outline its plan to implement action to terminate program participants during a funding shortfall in its Standard Operating Procedures.

C. Participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

The Violence Against Women and Justice Department Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA) protects families who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with 24 CFR §5.2005 and PIH Notices 2006-42 and 2017-02, DHA will not deny assistance under, or terminate assistance from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking (collectively VAWA crimes) by an affiliated individual.

VAWA definitions of domestic violence, dating violence, sexual assault, stalking, and affiliated individual are provided below. Detailed VAWA protocol is included in DHA's Procedure for VAWA crimes.

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1) the length of the relationship;
 - 2) the type of relationship; and

- 3) the frequency of interaction between the persons involved in the relationship.
3. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. fear for the person's individual safety or the safety of others; or
 - b. suffer substantial emotional distress.
4. Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
5. Affiliated individual, with respect to an individual, means:
 - a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - b. Any individual, tenant, or lawful occupant living in the household of that individual.
6. Notification of Occupancy Rights. DHA will notify landlords and Housing Choice Voucher participants of the notification of occupancy rights under VAWA during termination proceedings, landlord and client briefings, during the annual recertification process, and by providing information from DHA staff. Housing Choice Voucher participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking must complete, sign, and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.
7. Certification.

DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

 - a. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".
 - b. Providing other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.
 - c. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

8. Emergency transfer Plan.

Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer. Detailed procedures on emergency transfers are covered in DHA's Procedure for VAWA crimes.

E. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. DHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section X. Informal Hearings

A. Situations in which DHA will offer informal hearings

1. An informal hearing is offered to a participating family based on DHA's decision affecting the family in the Housing Choice Voucher Program in accordance with the procedures described in this section.
2. DHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:
 - a. the amount of the total tenant payment or tenant rent;
 - b. appropriate utility allowance;
 - c. family unit size under payment standard;
 - d. termination of assistance;
3. DHA is not required to provide an opportunity for an informal hearing to review Authority determinations:
 - a. that are administrative determinations by DHA, or to consider general policy issues or class grievances.
 - b. that a unit does not comply with DHA's Housing Quality Standards, that the owner has

- failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
- c. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
 - d. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in DHA's Housing Choice Voucher Program.
4. Notice to Participant
- a. DHA shall give the participant prompt written notice of the decision made regarding the stated issues in Section X.A.2.
 - b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
 - c. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
 - d. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
 - e. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
 - f. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
 - g. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.
5. The Hearing Officer
- a. DHA will designate a hearing officer(s) to conduct the informal hearing.
 - b. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.
6. Rights of the Participant

- a. The participant must appear in person or via conference call, and may be represented by an attorney at his/her own expense.
- b. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by DHA.
- c. The participant shall have the right to present both oral and written evidence.
- d. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
- e. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment, speaks Spanish or Vietnamese, DHA will provide an interpreter at DHA's expense.
- f. The participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.
- g. The participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

7. Rights of DHA

- a. DHA may be represented by an attorney at the informal hearing.
- b. DHA may introduce evidence, both oral and written.
- c. DHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
- d. DHA shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
- e. DHA must be allowed to copy any such document at DHA's expense.
- f. If the family does not make the document available for examination on request of DHA, the family may not rely on the document at the hearing.

8. Conduct of the Informal Hearing

- a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
- b. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
- c. Participants may not re-schedule a hearing more than once.

9. The Decision

- a. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
- b. The decision shall be in writing and based on the evidence , HUD regulations, Authority policies and rules, and any applicable law.
- c. The decision shall briefly state the reasons on which the decision is arrived.
- d. A copy of the decision shall be furnished promptly to the participant, but in most instances no more than 14 business days from the date of the hearing.

10. Situations in which Informal Hearing Decisions are not binding on the DHA

DHA is not bound by a hearing decision on the following matters:

- a. A matter for which DHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
- b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

If DHA determines that it is not bound by a hearing decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.

Section XI. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program. 24 CFR §982.454.

A. Determination to Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any

contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

- a. an analysis of the amount of rent paid by each family; and
- b. an analysis of the length of time each family has been participating (in succession) on the program with a correlation of the income of each family and the amount of rent paid.

DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XI.A.

C. Resumption of Assistance for Impacted Families

1. DHA will document the names of every family terminated from the Housing Choice Voucher program due to insufficient funding. When funding is available, DHA will offer vouchers to these families before applicants on the Housing Choice Voucher Housing Choice Voucher Waiting List, in accordance with DHA's Shortfall Procedure (500-1.3).
2. DHA will initially resume housing assistance for families with cancelled HAP contracts followed by families with vouchers withdrawn before contracts were initiated. In accordance with Notice PIH 2013-19, if DHA is not assisting the required number of special purpose vouchers when it resumes issuing vouchers, DHA will issue vouchers first to these special purpose voucher categories of families on its waiting list until the PHA is assisting its required number of special purpose vouchers.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

Section XII: Special Programs, Features, and Options

A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special

criteria of each program. DHA may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH) Addendum 2

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Emergency Housing Voucher (EHV) Program- Addendum 12

The Emergency Housing Voucher program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

DHA will administer the EHV program in accordance with Notice PIH 2021-15(HA), or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Family Unification Program (FUP) Addendum 3

Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent

danger of losing their child(ren) to foster care due to the lack of adequate housing, or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating families. Following admittance into the Section 8 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

The statute provides that a FUP youth must be not more than 24 years of age (not yet reached their 25th birthday) to be eligible to be placed under HAP contract. A FUP youth issued a voucher at 24 years of age may not be able to lease the voucher before their 25th birthday where DHA operations may have been curtailed by the pandemic.

For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may execute a HAP contract on behalf of any otherwise eligible FUP youth up to and included age 26. The Notice allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020, and December 31, 2020. Finally, the Notice allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days. The period of availability for these flexibilities in the FUP program ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

4. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for families that include a non-elderly person(s) with disabilities, defined as a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial HAP contract. So long as available funding permits issuance of turnover vouchers for the Mainstream Voucher Program, DHA will issue Mainstream vouchers to families that include a non-elderly person(s) with disabilities. Mainstream vouchers will be issued to eligible families in accordance with the following priorities:

- a. First priority for eligible families who meet the age and disability criteria above, and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.
- b. When there are insufficient families on the wait list who meet the criteria above, DHA may consider issuing Mainstream vouchers to eligible families who meet the age and disability criteria above, but who are not transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

When a voucher under this program becomes available for reissue (e.g., the family initially selected for the program terminates assistance or is unsuccessful in their search

for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program, in accordance with the priorities set forth above. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of disabled families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher Program if, as the result of a rent increase no later than one year after the date of the landlord's prepayment or voluntary termination, the family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

- a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 Housing Choice Voucher or Section 23 project-based contract;
- b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.
- c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.
- d. HUD Property Disposition: HUD becomes the landlord of the property through foreclosure and is either selling or closing the property.

6. Tenant-Based Vouchers for Disabled Individuals with Medicaid Waivers (Addendum 5)

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in

assisted living facilities rather than being moved to nursing homes or other medical facilities.

7. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by disabled families. When a voucher under this housing opportunity becomes available for reissue (e.g., the family initially selected for the program drops out or is unsuccessful in their search for housing), the voucher may be used only for the next eligible disabled family on the Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible disabled families to apply. Outreach may include contacting independent living centers, advocacy organization for persons with disabilities, and medical, mental health and social service providers for referrals of persons with disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Housing Choice Voucher program, all other program requirements will apply.

8. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing at the facility is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.

B. DHA's Special Programs

1. Project-Based Program (Addendum 7)

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

- a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit landlords and social service providers to provide housing opportunities for families with special needs.
- b. Project-Based Vouchers for the Elderly at Roseland Gardens: Participants in the Project-Based Housing for the Elderly includes families originally displaced from the Roseland Homes development and other one and two person families with all members 55 years of age or older.

- c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Housing Choice Voucher units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each client household written notice of this right at the time of signing the initial lease.
 - d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.
 - e. Replacement of ACC.
2. Walker Settlement Vouchers (Addendum 8)
- DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.
3. Community for Permanent Supported Housing (Addendum 11)
- In accordance with the settlement in Addendum 11, DHA commits to make available five Mainstream vouchers per year, to households referred by CPSH, for the years identified below:
- a. 12/15/2019 – 12/14/2020
 - b. 12/15/2020 – 12/14/2021
 - c. 12/15/2020 – 12/14/2022
4. Section 8 Homeownership Program (Addendum 10)
- DHA shall provide homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible families in attaining homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

Section XIII. Definitions of Terms Used in This Administrative Plan

Applicant – an individual or a family that has applied for admission to housing.

Area of Operation – jurisdiction of DHA as described in state law and DHA’s Articles of Incorporation: the City of Dallas and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.

Assets – cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of net family assets for assets used to compute annual income. 24 CFR §5.603

Auxiliary Aids – services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. 24 CFR §8.3

Bifurcate – to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact. See 24 CFR §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care attendant – a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.

Citizen – citizen (by birth or naturalization) or national of the United States. 24CFR §5.504

Congregate Housing Preference – individuals who qualify under the congregate housing preference may be an elderly person or a person with a disability that would reside in an approved congregate housing unit. The purpose of this program is to prevent premature and unnecessary institutionalization of frail elderly, non-elderly disabled, and temporarily disabled persons; provides a variety of innovative approaches for the delivery of meals and nonmedical supportive services while making use of existing service programs; fills gaps in existing service systems; and ensures availability of funding for meals and other programs necessary for independent living. The assisted unit must also meet all requirements under 24CFR §982.609 and payments must be in accordance with 24CFR §§982.607 and 982.608. DHA may approve the admission of this preference through an Approved Referral Agency or if self-certifies and qualifies under this definition.

Co-head of household – one of two persons held responsible and accountable for the family.

Covered Families for Welfare Benefits – families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – for the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. 24 CFR §5.A

Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent – a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR §5.603

Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR §5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3% of annual income.

Disabled Family – a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR §5.403

Divestiture Income – imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of net family assets 24 CFR §5.603 in this section)

Domestic Violence – for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity – the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR §5.A

Economic Self-Sufficiency Program – any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. 24 CFR §5.603

Elderly Family – a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR §5.403

Elderly Person – a person who is at least 62 years of age. 42 USC 1437a(b)(3)

Eligible Immigration Status – for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of acceptable INS document. 24 CFR §50508

Emancipated Minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.

Extremely Low Income Family – a family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD and adjusted for family size.

Family – two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the DHA’s HCV housing; OR two or more persons who are not so related, can verify shared income or resources who will live together in the DHA’s HCV housing.

The term family also includes:

1. elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. 24 CFR §§5 and 960
2. Live-in Aides (Definition #35) may also be considered part of the applicant’s/participant’s household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.
3. foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

These individuals are household members but are not family members and have no rights as “remaining family members”.

4. for purposes of continued occupancy, the term “family” also includes the remaining member of a resident family with the capacity to execute a lease.

Foster Adult – an adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

Full-Time Student – a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. 24 CFR §5.603

Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR §5.A

Head of Household – the family member (identified by the family) who is held responsible and accountable for the family.

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – the amount of annual income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. 24 CFR §5.615(b)

Individual with Disabilities, Section 504 definition 24 CFR§8.3 – any person who has a physical or mental impairment that:

1. substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such an impairment.

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

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

Note: A person would be covered under items 5, 6, and 7 if DHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception.

8. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism.
Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

Kinship care – an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public

Interest Law) The primary caregiver must be able to document kinship care, which is usually accomplished through school or medical records.

Live-in Aide – a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. 24 CFR §5.403

1. A family member, can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.
2. Before admitted a live-in aide to an HCV family, DHA shall verify through a qualified medical practitioner:
 - a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
 - b. The live-in aide is needed because of the family member’s disability; and
 - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.

At no time will DHA request information related to the nature, extent, diagnosis or treatment of an HCV participant’s health condition.

Lower-Income Household – a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD adjusted for family size. 42 USC 1437a(b)

Medical Expense Allowance – for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. 24 CFR §5.603

Minor – a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR §5.504

Multifamily housing project - for purposes of Section 504, means a project containing five or more dwelling units. 24 CFR §8.3

National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR §5.504

Near-elderly family – a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to

be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR §5.403

Near-elderly person – a person who is at least 50 years of age but below 62, who may be a person with a disability. 42 USC 1437a(b)(3)

Net Family Assets – the net cash value, after deducting reasonable costs that would be incurred in disposing of: 24 CFR §5.603

1. Real property (land, houses, mobile homes)
2. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
3. Cash value of whole life insurance policies
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
5. Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing savings funds before maturity.

Net family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

1. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

Other Person Under the Voucher Client's Control – for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. 24 CFR §5.A

Person with disabilities¹⁰ 42 USC 1437a(b)(3) – a person¹¹ who:

1. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,

¹⁰ NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR §8.4 (c) (2)

¹¹ A person with disabilities may be a child.

2. Has a physical or mental impairment that:
 - a. Is expected to be of long continued and indefinite duration;
 - b. Substantially impedes his/her ability to live independently; and,
 - c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

Refusal of Housing – an applicant’s choice not to accept a DHA offer of housing without good cause.

Rejection for Housing – DHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.

Remaining Family Member – a remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

Qualified Individual with Disabilities, Section 504 – an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the DHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. 24 CFR §8.3

Service Provider – a person or organization qualified and experienced in the provision of supportive services and in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person – a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

Spouse – the husband or wife of the head of the household.

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent – the amount payable monthly by the family as rent to landlord. If all utilities (except telephone) and other essential housing services are supplied by the DHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the DHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance. 24 CFR §5.6

Total Tenant Payment (TTP) – calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

Uniform Federal Accessibility Standards – standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR §40. See cross reference to UFAS in 504 regulations, 24 CFR §8.32 (a).

Utilities – water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. 24 CFR §965.473

Utility Reimbursement – families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

Very Low-Income Family – A very low-income family has an annual Income less than 50% of the Median Annual Income for the area, adjusted for family size, as determined by HUD.

Welfare Assistance – payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

Work Activities – as used in the HUD definitions at 24 CFR §5.603 include:

1. Unsubsidized employment;
2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence



PHA Moving On Preference

**FY 2023 CoC Program NOFO
TX-600**

MEMORANDUM OF UNDERSTANDING
Continuum of Care Coordinated Access System
Limited Homeless Preference

This Memorandum of Understanding (MOU) has been created by and between Dallas County on behalf of Dallas County Health and Human Services Department (hereafter referred to as the “County” or “DCHHS”) and Housing Forward a nonprofit 501(c)(3) organization. Housing Forward is the lead agency for the TX-600 Dallas City & County/Irving Continuum of Care (hereafter referred to as “CoC”) as authorized by the HEARTH Act (*S. 896 HEARTH Act of 2009*). Through this designation, Housing Forward is the administrative agent that carries out the activities of the CoC.

In consideration of mutual promises made, the parties agree as follows:

I. PURPOSE OF MOU

The purpose of this MOU is to set forth how Housing Forward and DCHHS will collaborate to implement the limited preference established by the County for people experiencing homelessness. The County will commit an initial allotment of 100 vouchers from the Housing Choice Voucher Program for Year 1 to the CoC upon execution of the MOU. If all 100 vouchers are used, and based upon funding availability, then 100 vouchers may be issued each year thereafter until the end of the Term, at the County’s option. All vouchers issued hereunder will meet the following criteria:

1. Applicants meet the federal definition of homelessness or are transitioning from a CoC permanent housing program (such as Permanent Supportive Housing or Rapid Rehousing), and
2. Are referred to Dallas County through the CoC’s Coordinated Access System (CAS), by the Housing Forward (the CoC Lead Agency).

II. GOALS OF MOU

- A. Provide quality housing and supportive services to people experiencing homelessness.
- B. Provide a coordinated system for delivering critical referral, housing search, and supportive services to qualified program participants to assist them in finding and maintaining suitable rental housing.
- C. Determine areas of responsibility to maximize the efficient and effective provision of housing and supportive services to participants in DCHHS’s Housing Choice Voucher or other special voucher programs (hereafter referred to as “program” or “programs”).

III. TERM OF MOU

This MOU shall become effective upon being signed by all parties and shall remain in effect for four (4) years or until terminated by either party. Each party shall have the right to terminate this MOU upon thirty (60) days prior written notice to the other parties.

IV. AGREEMENTS AND RESPONSIBILITIES

A. Housing Forward's general obligations are as follows:

1. Designate and maintain a representative as lead liaison (referred hereinafter as "CoC Liaison") to communicate with DCHHS about households referred for housing assistance;
2. Ensure households referred to DCHHS for housing assistance are qualified program participants and identified through the CoC's Coordinated Access system;
3. Ensure service providers verify and maintain homeless documentation as required by the CoC;
4. Provide sufficient staff as may be required to refer applicants to DCHHS;
5. Assist program applicants in completing DCHHS's full voucher program application, including required supporting documentation, and making eligibility determinations;
6. Assist program participants to attend scheduled briefings, conducted in person or virtually;
7. Provide program participants with supportive services as needed, within limits of available funding, to find available housing units that comply with Housing Quality Standards ("HQS") and established program Payment Standards;
8. Provide program participants with supportive services, within limits of available funding, to meet program participants' needs and transition from homelessness to residency in stable housing during participation in the program;
9. Ensure open and ongoing communication with DCHHS regarding all households served;
10. Enter data into Homeless Management Information Services ("HMIS") and any additional mutually agreed upon data collection tools;
11. Participate in regular coordination meetings and communicate with County partners and the DCHHS Liaison to track referrals, applications, and housing statuses of program participants.

B. The County's general obligations are as follows:

1. Designate and maintain a representative as lead liaison (referred hereinafter as "DCHHS Liaison") to communicate with the Housing Forward about households referred for housing assistance;
2. The County will commit an initial allotment of 100 vouchers from the Housing Choice Voucher Program for Year 1 to the CoC upon execution of the MOU. If all 100 vouchers are used, and based upon funding availability, then 100 vouchers may be issued each year thereafter until the end of the Term, at the County's option.

3. Receive applicant referrals from the CoC's Coordinated Access System;
4. Screen referred households in accordance with all relevant U.S. Department of Housing and Urban Development ("HUD") regulations, guidelines, and requirements;
5. Process full applications when received as soon as possible, with a goal to complete its review of the full application within 3 to 5 business days, contingent on the volume of applications received;
6. Issue a determination of eligibility and notify Housing Forward of its findings as to applicant eligibility or if additional items are required to determine eligibility for participation in the voucher program;
7. Conduct frequent voucher orientation briefings and provide a virtual option as needed for program participants;
8. Schedule housing unit inspections within 15 days of receiving the completed Request for Tenancy Approval (RFTA);
9. Provide Housing Assistance Payments ("HAPs") to landlords on behalf of program participants in accordance with all relevant HUD regulations, guidelines, and requirements;
10. Notify Housing Forward Liaison if DCHHS becomes aware that a program participant is in violation of HCVP rules or their lease;
11. Participate in regular coordination meetings and communicate with Housing Forward partners and the CoC Liaison to track the referral, application, inspection, and housing status of program participants.

V. MISCELLANEOUS

- A. Confidentiality of Client Information. Both parties fully understand and agree to maintain the strict confidentiality of all client referrals and information provided by those clients in terms of their personal information. Client information will be shared with the other party on a need to know basis in an effort to secure needed resources on behalf of the affected individual. If sharing of information is necessary, the client must provide consent for the sharing of information.
- B. Open Records or Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Open Records Act" or the "Texas Public Information Act" ("Public Information Act"). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment,

addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. The County will give notification to Housing Forward as required by Section 552.305(d) of the Texas Government Code. Housing Forward hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by Housing Forward or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- C. Cost. Each Party is responsible for its respective share of the costs associated with its performance of this Agreement. The Parties shall have no right of action against the other Party in the event either Party is unable to fulfill their obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years.
- D. **INDEMNIFICATION. HOUSING FORWARD, INCLUDING ITS ASSIGNS, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, "HOUSING FORWARD") HEREBY FOREVER WAIVES AND RELEASES THE COUNTY, ITS COMMISSIONERS, COUNTY JUDGE, ELECTED OFFICIALS AND ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES (REFERRED TO COLLECTIVELY AS "COUNTY") FROM ANY AND ALL CLAIMS FOR DAMAGES, KNOWN OR UNKNOWN, WHICH MAY ARISE AS A RESULT, DIRECTLY OR INDIRECTLY, OF HOUSING FORWARD 'S INVOLVEMENT IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: ANY PREMISES OR SPECIAL DEFECTS KNOWN OR UNKNOWN TO THE COUNTY; ANY INJURY TO A PERSON AND/OR STAFF OF THE COUNTY; AND ANY INJURY TO OTHER INDIVIDUALS RELATING TO HOUSING FORWARD'S INVOLVEMENT UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WILLFUL ACTS.**

AND FURTHER, TO THE FULLEST EXTENT ALLOWED BY LAW, HOUSING FORWARD AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AGAINST ALL CLAIMS, DEMANDS, ACTIONS, AND/OR SUITS BROUGHT BY OR ON BEHALF OF THIRD PARTIES AGAINST THE COUNTY, AND ALL RESULTING LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES) INCURRED BY OR SOUGHT TO BE IMPOSED ON THE COUNTY (COLLECTIVELY "CLAIMS") BECAUSE OF INJURY (INCLUDING DEATH) BY ANY MANNER OR METHOD WHATSOEVER, OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL, OR INCHOATE), TO THE EXTENT ARISING OUT OF OR IN ANY WAY RELATED TO HOUSING FORWARD'S ACTS AND/OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN BROUGHT ON ANY THEORY OF LIABILITY, INCLUDING INTENTIONAL WRONGDOING, STRICT PRODUCT LIABILITY, OR BREACH OF NON-DELEGABLE DUTY. HOUSING FORWARD FURTHER AGREES TO DEFEND (AT THE ELECTION OF THE COUNTY) AT ITS SOLE COST AND EXPENSE AGAINST ANY CLAIM, DEMAND, ACTION, OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED UNDER THIS PARAGRAPH.

APPROVAL AND ACCEPTANCE OF HOUSING FORWARD'S OBLIGATIONS UNDER THIS AGREEMENT BY THE COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF RESPONSIBILITY AND LIABILITY OF HOUSING FORWARD, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS AND FOR THE ACCURACY AND COMPETENCY OF THEIR OBLIGATIONS UNDER THIS AGREEMENT; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR, OR OMISSION IN THE OBLIGATIONS PERFORMED BY HOUSING FORWARD, ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS. IN THIS REGARD, HOUSING FORWARD SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY FOR ANY CLAIMS TO THE EXTENT DIRECTLY RESULTING FROM AND ATTRIBUTABLE TO MATERIAL DEFECTS, ERRORS, OR OMISSIONS IN THE OBLIGATIONS PERFORMED BY HOUSING FORWARD, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

THE PARTIES ACKNOWLEDGE AND AGREE THAT COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 AND ARTICLE III, SECTION 49 OF THE TEXAS CONSTITUTION TO INDEMNIFY HOUSING

FORWARD OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL. THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.

- E. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Housing Forward and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Housing Forward and County with formal approval by the Dallas County Commissioners Court.
- F. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in any court of competent jurisdiction in Dallas County, Texas.
- G. Notices. All notices under this Agreement shall be in writing and shall be sent via first-class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

For Housing Forward:

Sarah Kahn
Chief Program Officer, Housing Forward
2904 Floyd St.
Dallas, TX 75204

For County:

Dr. Philip Huang, Director, DCHHS
Dallas County Department of Health and Human Services
2377 N. Stemmons Freeway Dallas, Texas 75207

With a copy to:

Dallas County District Attorney's Office Chief, Civil Division
500 Elm St, Ste. 6300
Dallas, Texas 75202

- H. **Sovereign Immunity.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
- I. **Relationship of Parties.** County and Housing Forward agree that the terms and conditions of this Contract do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Contract. County and Housing Forward are and shall be acting as independent contractors under this Contract; accordingly, nothing contained in this Contract shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Housing Forward.
- J. **Amendments.** No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.
- K. **Assignment.** Parties shall not transfer or assign their interest in, or any activity under, this Agreement without the prior written consent of the other Party.
- L. **Non-Exclusivity.** This Agreement is non-exclusive and shall not in any way preclude County from entering into similar agreements or arrangements with other vendors, contractors, or from acquiring similar, equal, or like goods or services from other entities or sources.
- M. **Fiscal Funding Clause.** Notwithstanding any provisions contained in this Agreement, the obligations of the County and Housing Forward under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. Each Party shall have no right of action against the other Party in the event they are unable to fulfill their obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Housing Forward at the earliest possible time.

- N. Authority and Binding Effect. Each Party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such Party. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves; except that Housing Forward, its successors and assigns shall not be obligated to perform beyond the Term of this Agreement.

[Remainder of page intentionally left blank.]
[Signatures on following page.]

Housing Forward on behalf of TX-600 Dallas City & County/Irving Continuum of Care:

DocuSigned by:
By: Joli A Robinson

9/18/2023

895D69DA5FCF432...
Joli Angel Robinson
President & Chief Executive Officer

Date

Dallas County on behalf of Dallas County Health and Human Services:

By: _____

Clay Lewis Jenkins
Dallas County Judge

Date

RECOMMENDED:

DocuSigned by:
By: Philip Huang, M.D. MPH 9/20/2023

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Approved as to Form*:

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CoC-County Limited Preference MOU [FINAL]

Final Audit Report

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**ADMINISTRATIVE PLAN
FOR THE
DHA HOUSING CHOICE VOUCHER
PROGRAMS**

Effective Date: October 4, 2022

Replaces last revision of: September 13, 2021



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ADDENDUM 6	Project Based Programs
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Housing Choice Voucher Program Administrative Plan

Introduction

The DHA administers a variety of tenant-based, project-based, and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Housing Choice Voucher Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 and 983 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by DHA. The Administrative Plan, hereinafter referred to as the “Plan”, covers both admission to and continued participation in the abovementioned programs.

Only DHA’s Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR §982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly, by all program staff. Issues not addressed in this document related to applicants, participants, and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars, and notices, or other applicable law.

Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the

Settlement Voucher Implementation Plan approved by the United States District Court filed November 19, 2019. This program is covered in full in Addendum 8 to this Plan.

2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher Program at the time an applicant leases a public housing unit, DHA will inform the applicant in writing of his/her right to apply for the program when the program waiting list opens.

B. Objectives of Section 8 Housing Choice Voucher Programs

1. DHA's objective in administering the Housing Choice Voucher Programs is to provide decent, safe, and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the number of vouchers and funding available, DHA's budget, and the availability of adequate housing.
2. The Section 8 Housing Choice Voucher Program provides participating families with greater choice of housing opportunities by subsidizing rental payments to private landlords. Through this program, DHA helps low-income families obtain quality housing within DHA's geographical jurisdiction.
3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
4. Through program administration, DHA shall:
 - a. Ensure eligibility and correct family share of rent for participating families;
 - b. Ensure Housing Quality Standards are enforced;
 - c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
 - d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
 - 1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
 - 2) All other Section 8 Housing Choice Voucher families;
 - e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
 - f. Limit occupancy of DHA's voucher families to no more than 30% of the total number of

units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

DHA affirmatively furthers fair housing and works to remove impediments to fair housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing fair housing and equal opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, participant, or landlord; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. DHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
3. Executive Order 11063;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise

Section 504 and the Fair Housing Amendments govern);

7. Violence Against Women Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA);
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;
9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

When more than one civil rights law applies to a situation, the laws will be read and applied together. DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others¹;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
9. Discriminate in the provision of residential real estate transactions;
10. Discriminate against someone because they are related to or associated with a member of a protected class; or

¹ Except when needed to provide person with disabilities special services to achieve equal access to programs.

11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, DHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR §982.301
2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract.

E. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, DHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
4. All applicable fair housing information and discrimination complaint forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. DHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR §8.4
2. DHA will verify all reasonable accommodations requested through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Generally, all accommodations are re-verified during the participant's annual recertification. DHA may extend the time which an accommodation is verified, if recommended/verified by the medical practitioner.

3. A reasonable accommodation is a modification or change DHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR §8.20
4. An accommodation is not reasonable if it: 24 CFR §8.21(b) and 24 CFR §8.24(a)(2)
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of DHA's program.
5. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
7. Specific actions are described in DHA's Reasonable Accommodation Procedure (357-1.1). 24 CFR §8.4
8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR §8.21
9. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly, in plain language. 24 CFR §8.6
10. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy as listed below. There is no requirement that members with a disability be able to do these things without assistance. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. Program participants must be able: 24 CFR §§8.3 and 8.20
 - a. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in a reasonable way;

- d. To create no health, or safety hazards, and to report maintenance needs;
- e. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- f. Not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- g. To comply with necessary and reasonable rules and program requirements of HUD and the DHA.

11. If an applicant or participant receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or participant is not obligated to accept the service, but if refusing service results in a lease violation(s), the landlord may terminate the lease and DHA may terminate assistance. 24 CFR §8.2

12. An applicant or participant who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination or withdrawal of assistance. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20

13. If an applicant or participant would prefer not to discuss the situation with the DHA, that is his/her right.

G. Denial or Termination of Assistance

DHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. 24 CFR §982.552 (2)(iv)

- 1. When applicants with disabilities are denied assistance, the notice of denial must inform them of DHA's informal review process and their right to request a review . In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an informal review is outlined in this document.
- 2. When a participant family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
- 3. When reviewing reasonable accommodation requests submitted before termination of assistance, DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If

a reasonable accommodation will meet the requirements, DHA must make the accommodation. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

H. Providing Information in Languages Other Than English for Persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
 - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of DHA speaks the language needed, the staff member will provide translation services.
 - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
 - d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III. General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance (24 CFR §985). DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy, and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. DHA operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.
 - a. Selection from the Waiting List
 - b. Rent Reasonableness
 - c. Determination of Adjusted Income
 - d. Utility Allowance Schedule
 - e. HQS Quality Control Inspections
 - f. HQS Enforcement
 - g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
 - h. FMR/Exception Rent & Payment Standards
 - i. Annual Re-certifications
 - j. Correct Tenant Rent Calculations
 - k. Pre-Contract HQS Inspections
 - l. Annual HQS Inspections
 - m. Lease-up
 - n. Family Self-Sufficiency Enrollment and Escrow
 - o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor DHA's operational procedures and practices objectively and

accurately. In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher Program actions.

3. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.
4. DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
5. DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.
6. In accordance with applicable waivers issued by HUD due to COVID-19, for any PHA with a fiscal year ending on or before December 31, 2020, HUD will not issue a new SEMAP score unless the PHA requests a that new SEMAP score be issued. HUD will instead carry forward the most recent SEMAP score on record. Period of Availability: HUD will resume issuing new SEMAP scores beginning with PHAs with fiscal year end dates of March 31, 2021.

B. Privacy Rights of Clients

1. All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD Form 9886, at admission and every recertification thereafter, in conjunction with the HUD Form 50058, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for DHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.
2. Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon DHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.
3. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).
4. Retention of files for past participants will be in accordance with DHA's Records Retention Procedure (001-3). Participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed to DHA will be

retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files are retained indefinitely regardless of participation status.

C. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher Program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;
4. Independent group residences;
5. Congregate housing; and
6. Single Room Occupancy (SRO) facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), or by approved reasonable accommodation, are not eligible types of housing in the HCV program.

D. Continuously Assisted Families

1. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR §982.203) as "special (non-waiting list) admissions".
4. When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

E. Outreach to Eligible Families, Affirmative Marketing

1. DHA reserves the right to open or close the lottery pool based on the supply of available

vouchers and applicants and in accordance with its Procedure for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

2. To reach families from all backgrounds, DHA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

F. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. DHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.
3. DHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants with accessing affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty

neighborhood. Mobility counseling identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face.

7. DHA provides the following to Housing Choice Voucher holders:

- a. Information on general locations and characteristics of neighborhoods including: shopping centers, light rail lines, bus lines, etc.
- b. A list of properties/owners who accept Section 8 Housing Choice Vouchers is available on-line at www.gosection8.com.
- c. A description of portability provisions available in the Housing Choice Voucher program.
- d. A map that identifies areas of low poverty and minority concentrations within the City of Dallas and the Greater Dallas Metropolitan Area areas.

G. The Family Self Sufficiency Program

1. The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. For further information, see DHA's FSS Action Plan in Addendum 1.
2. 24 CFR §984 establishes the requirements for the Section 8 and Public Housing FSS Program. Section 984.303(d) authorizes a PHA to extend a family's FSS contract of participation for a period not to exceed two years upon a finding of good cause. HUD has made a determination that the circumstances surrounding COVID-19 qualify as "good cause" to extend family contracts, and FSS programs may consider this expanded definition of "good cause" as they make their determinations on each family's eligibility for an extension. The period of availability during which the PHA may extend the family's contract of participation using COVID-19 as the "good cause" ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

H. The Homeownership Program

1. Policies related to DHA's Homeownership Program are included in a separate document entitled Homeownership Plan, and incorporated in this Plan as Addendum 10.
2. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may permit the a family to purchase the home without fulfilling the normally applicable pre-assistance homeownership counseling requirements. DHA continues to encourage these counseling requirements if they can be completed under social distancing directives. In addition, for any family that is in the last year of this term (i.e., the 15th year or the 10th year, as applicable) and that is experiencing financial hardship as a result of the COVID-19 pandemic, a PHA may provide homeownership assistance for up to 1 additional year. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

I. The Project Based Assistance Program

1. DHA reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number of DHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see Addendum 7.
2. The statute and regulations at 24 CFR §983.301(b) provide that the PHA must inspect each contract unit before execution of the HAP contract and that the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, §983.156(a)(1) further provides that the PHA must inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional requirement imposed by the PHA under the Agreement. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life threatening conditions exist in the unit or units in question. At minimum the PHA must require the owner's certification. However, the PHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. The period of availability for PHAs to accept owner's selfcertification for the pre-HAP inspection/completion of work requirement ends on December 31, 2020. For any unit for which a PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than the 1-year anniversary of the date of the owner's certification, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. In recognition that the COVID-19 pandemic is creating uncertainty for owners and families, HUD is waiving the requirement to remove a unit from a PBV HAP contract after 180 days of zero housing assistance payments to the unit owner on behalf of the family residing in the unit. As an alternative requirement, HUD is authorizing a PHA at its discretion to keep such units under contract for a period of time that exceeds 180 days but does not extend beyond December 31, 2020. Similarly, with respect to 24 C.F.R §983.258, HUD is providing that a PHA that adopts the alternative requirement may resume housing assistance payments on behalf of a family residing in such a unit should the family's income change at any point during the period of time covered by the extension. In according with Notice PIH 2020-13, the period of availability for the extension ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review DHA's PBV selection process.	1: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA's Administrative Plan.	24 CFR §983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)
Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205.	PBV: 24 CFR §983.59(b)(2)
Inspect units.	PBV: 24 CFR §983.59(b)(3)

Section IV. Admission Standards

Applicants must meet basic eligibility requirements at the time of selection from the waiting list; otherwise, the applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. **Income Eligibility.** A family is eligible for assistance under the Housing Choice Voucher Program if, at the time they receive assistance, the family meets one of the standards listed below:

- a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
 - b. Qualifies as a very low-income family (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or
 - c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 of the 1937 Housing Act (42 U.S.C.).
2. General Eligibility. DHA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:
- a. Family: The applicant must qualify and document their status as a family, elderly family, disabled family, or a single person, as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of family.
 - b. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.
 - c. Citizenship or Eligible Immigration Status: DHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a mixed family. At least one family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the family. Families must provide documents for each member as evidence of citizenship or eligible immigration status.
 - 1) United States Citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A United States passport; or
 - iii. A Birth Certificate or Certificate of Naturalization and/or other approved documentation.
 - 2) Eligible non-citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A signed Verification Consent Form; and
 - iii. One of the original U.S. Immigration and Naturalization Service's documents listed on the declaration form.

d. Student Status: DHA shall provide assistance to independent full-time college students of legal age or emancipated minors under state law that meet the following criteria as stated in PIH Notice 2005-16:

- 1) Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support;
- 2) The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year;
- 3) The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and
- 4) The college student must be income eligible.

e. Criteria that may possibly qualify a student for housing include: (24 CFR §5.612)

- 1) Student is over the age of 24, or
- 2) Is a veteran of the United States Military service, or
- 3) Is married, or
- 4) Has a dependent child, or
- 5) Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
- 6) Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or
- 7) Is living with parents who are receiving Section 8 assistance.

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's family age 18 and older. As required by Federal law, DHA shall screen to ensure that no member of the family has engaged in recent violent criminal activity that threatened the safety of the public, or in drug-related criminal activity.
2. DHA shall not approve admission of applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

3. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown in the table below. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's family who will be included on the lease:
 - a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.
 - b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel in the past five years.
 - c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five years.
4. DHA may waive the criminal history requirement for applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans, and/or disabled persons.
5. DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Housing Choice Voucher Program.
 - a. Drug Related Eviction: DHA shall review residential history to determine if the family has lived in federally assisted housing, and deny admission if any family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within seven years of the application date. An exception may be made if the

member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.

- b. Illegal Drug Use: DHA shall deny admission to any family if there is a reason to believe that a family member uses or sells illegal drugs, or is engaged in drug-related criminal activity; or that a family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing, or manufacturing illegal substances.
- c. Conviction for Methamphetamine Production: DHA shall **permanently** deny admission to families if an adult member has been convicted for the manufacture of methamphetamine (also known as speed) in federally assisted housing.
- d. Sex Offenders: DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement as a sex offender. DHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
- e. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol, and:
 - 1) Has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if applicant is from another State; or
 - 2) Is participating in a supervised alcohol rehabilitation program.
- f. Violent Criminal Activity: DHA shall deny admission to any family if there is reason to believe that a family member engaged in any of the following acts:
 - 1) Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim); or
 - 2) Any activity involving the use of weapons against persons or property.
- g. Crimes That Threaten the Peace, Health and Safety of Others: DHA shall deny admission to any family if there is reason to believe that a member of the family has engaged in any activity that threatens the peace, health, and safety of others.

Note: Effective in Yardi 12/11/2019			
Offenses (Convictions for)	Felony (Years)	Misdemeanor (Years)	Patterns of Misdemeanors
1) Alcohol Related	7	0	2+ in 3 yrs (any type)
2) Arson	Any	7	
3a) Assault and Battery I	5	5	
3b) Assault and Battery II	Any	Any	
4) Bad Checks	0	0	
5a) Burglary I	5	5	
5b) Burglary II	7	7	
6) Crimes Against Animals	5	5	
7) Crimes Against Children	Any	Any	
8) Crimes Against Gov't	5	5	
9) Cyber Crimes	7	5	
10) Destruction of Property	5	5	
11) Disturbance of Peace	5	0	2+ in 3 yrs (any type)
12) Domestic Crimes	7	7	
13a) Drug Offenses I	5	5	
13b) Drug Offenses II	5	5	
13c) Drug Offenses III	7	7	
13d) Drug Offenses IV	Any	Any	
13e) Drug Offenses V	Any	Any	
13f) Drug Offenses VI	10	5	
13g) Drug Offenses VII	Any	Any	
14) Embezzlement	7	7	
15a) Fraud I	7	5	
15b) Fraud II	7	7	
16) Gambling	5	5	
17) Harassment	7	5	
18a) Homicide I	7	7	

18b) Homicide II	7	7	
18c) Homicide III	10	10	
18d) Homicide IV	Any	Any	
19a) Kidnapping I	Any	7	
19b) Kidnapping II	Any	Any	
20) Organized Crime	10	10	
21) OUI, OVI, DWI	5	5	
22) Petit Theft	5	5	
23) Purposely Obstructs the Law	5	5	
24) Robbery	10	10	
25) Sex Crimes - Other	7	7	
26a) Sex Crimes Against a Person	Any	Any	
26b) Sex Crimes Against a Child	Any	Any	
27) Theft/Larceny	7	7	
28) Traffic Violations	0	-	
29) Trespassing	7	5	
30a) Weapons Related I	5	5	
30b) Weapons Related II	Any	Any	
31) Incarceration (Due to Conviction) Release Date	5	5	
32) Any Offense Not Listed	7	7	

C. Debts Owed to DHA

1. Applicants to the Section 8 Housing Choice Voucher Program must be free of any debts to DHA or another housing agency before being admitted to the program.
2. Families participating in DHA rental assistance programs may not be indebted to DHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, participants may be permitted to repay their debt in installments. See DHA's Program Integrity and Ethics Procedure.

D. Public Housing and Former Program Participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.
2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.
3. The following violations within the past 10 years are grounds for denial of admission:
 - a. While participating in the Section 8 Housing Choice Voucher Program, the family violated any family obligation, as set forth in 24 CFR §982.551, as amended. An exception may be granted if the family member who violated the family obligation is not a current member of the household, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.
 - b. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - c. The family must have paid any outstanding debt owed to DHA or another housing agency, as a result of prior participation in any federal housing program. See also Section IV.C. above.
 - d. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs (Residential Communities) must be in good standing under the terms of the DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
 - e. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to DHA's Program Integrity and Ethics Procedure.
 - f. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.
 - g. No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

1. DHA has resumed accepting preliminary applications for the HCV program via open enrollment effective January 21, 2020. From this date forward and until further notice,

DHA will maintain a continuously open waiting list. The waiting list is covered in detail in DHA's Waiting List Procedure (600-1.8).

2. Applications for the Housing Choice Voucher Program are accepted electronically, through DHA's Rent Cafe portal. The application or preliminary application constitutes the basic record of applicants applying for admission; therefore DHA shall only accept complete applications. The application, together with all other materials relating to the applicants' eligibility, shall be placed in the applicants' file.
3. Applicants who need assistance in completing their applications or who need an alternative method of communication because of a disability will be provided with such assistance or alternative communication method upon request.

B. How the Waiting List is Organized

1. During Open Enrollment DHA initially received thousands of applications per day. DHA utilizing its housing management software, will order its list of applicants by random assignment (lottery) for the HCV waiting list. Applicants placed on the HCV waiting list using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned number and according to DHA Local Preference(s) in DHA's Wait List Procedure (600-1.8), unless specified otherwise in the open enrollment public announcement.
2. After Open Enrollment, DHA will add applicants to its waiting list as preliminary applications are received.
3. The initial application is a preliminary application which constitutes the basic record of applicants applying for admission; therefore applicants must supply complete and true information. The application and all other materials relating to the applicant's eligibility will be placed and retained in the applicant's file. At a minimum, the HCV Waiting List will include the following information:
 - a. The applicants' name, address, and phone number;
 - b. The name, relationship to head of household, gender, and age of family members who will reside in the assisted unit;
 - c. The number of bedrooms for which the family initially qualifies in accordance with DHA occupancy standards;
 - d. Estimated annual household income (not verified until eligibility determination);
 - e. The date of lottery pull;
 - f. Qualification for any local preferences, if applicable; and
 - g. Racial and ethnic designation of the head of household.
4. Applicants that are selected by lottery and placed on the waiting list shall be informed in writing via email. Applicants that are not selected by lottery will remain on the waiting

list; however, their application will remain in DHA's database for up to 18 months and may be selected in the future.

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.
6. Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum 7. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).
2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.
3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020², agreement between DHA and plaintiff's counsel, DHA will offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

² Both documents are included in Addendum 8 to this policy.

- a. First priority for regular HCV participant families with children living in R/ECAP areas, with a focus on children under the age of thirteen;
- b. Second priority will be to regular HCV participant families currently residing in a R/ECAP area;
- c. Third priority will be to applicants selected from DHA's WSV waiting list with consideration of whether those families are residing in a R/ECAP area; and
- d. Fourth priority will be to all other applicants on DHA's WSV waiting list.

D. Selection from the Waiting List

1. Preferences may be established to order the selection of applicants from the waiting list. So long as available funding permits issuance of turnover vouchers, DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate.
2. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any admissions preferences will be considered non-preference applicants. Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied to the HCV Wait list (including special purpose voucher) after January 1, 2020. Details on when and how these preferences may be applied are included in DHA's Wait List Procedure (600-1.8).

See next page

<p>Working families 24 CFR §982.207 (b)(2)</p> <p>DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.</p>
<p>Student education</p> <p>Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.</p>
<p>Homeless 24 CFR §982.207 (b)(5)</p> <p>DHA may adopt a preference for admission of homeless persons. DHA may offer this preference to applicants that have been referred by DHA's community Coordinated Access System (CAS).</p>
<p>Natural disaster, government action, or DHA action</p> <p>DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.</p>
<p>Congregate housing</p> <p>DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.</p>
<p>VAWA</p> <p>DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.</p>
<p>Aging out of foster care</p> <p>DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.</p>
<p>Limited Preference for Families with Children (Mobility Demonstration Vouchers)</p>

DHA may adopt a preference for families with at least one child aged 13 and under (at the time of application) that live in census tracts with a family poverty rate of 30 percent or higher.³

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. The final determination of eligibility is made when the applicants are selected from the HCV waiting list, and the applicants income and family composition is verified.
5. Documentation to determine eligibility includes:
 - a. All adult members of applicant families are required to sign HUD's Form 9886 Authorization to Release Information Privacy Act Notice.
 - b. Applicants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. If a social security number has never been issued for a family member, the member must obtain a Social Security Number. The parent or guardian of a child or disabled adult must sign a certification statement for each person. If a family member does not have the original Social Security card issued by the Social Security Administration, DHA will accept photo identification and verification of the number from the Social Security Office. An original award letter from the Social Security Administration can be used for this purpose. 24 CFR §5.216 exceptions to this rule are listed here:
 - 1) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010. For these individuals, disclosure and verification documentation must be obtained that verifies the applicant's exemption status. 24 CFR §5.216(e)
 - 2) Applicant households with persons under the age of 6 that were added to the

³ Section 235(c)(6) of Division G of the 2019 Appropriations Acts allows for the "establishment of priority and preferences for participating families, including a preference for families with young children, as such term is defined by the Secretary, based on regional housing needs and priorities." Given this authority, HUD is requiring that PHAs establish a waiting list preference, both for MDVs and for the number of regular turnover vouchers PHAs must make available for the demonstration. If a PHA does not have enough families on the waiting list that meet the required preference, the PHA will select the next available family with at least one child aged 17 or under from the waiting list. FR-6191-N-01.

applicant household within the 6 months prior to admission. The family must disclose and provide verification of the SSN within 90 days of the date of admission. There is a 90-day period during which an applicant family may become a participant, even if the family lacks the documentation necessary to verify the Social Security Number of a family member under the age of 6. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control. 24 CFR §5.216(h)(3) If the applicant family does not produce the required documentation within the authorized time period, DHA will impose appropriate penalties, including termination of assistance. 24 CFR §5.218

- c. Individuals who claim the preference as currently or formerly homeless must be certified as meeting the HUD definition of homeless by the Bridge (an emergency shelter for the homeless in Dallas).
- d. Families who claim preferences for domestic violence, individuals aging out of foster care, families who are currently or formerly homeless, and congregate housing must be certified as qualified by a DHA-approved referral agency.

E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:
 - a. are being relocated from DHA's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or because a unit that is the right size for their family is unavailable; or
 - b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or
 - c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.
2. A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above.
3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.
4. Generally, DHA will receive replacement housing vouchers to assist these families, but if the

process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 30% of the area median income (extremely low-income applicants). These applicants will be selected before other eligible applicants on an as needed basis, to ensure the income targeting requirement is met.
2. It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.
3. Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures, or owner opt outs, etc.

G. Determination of Ineligibility and Informal Review

1. DHA shall notify all applicants found ineligible for assistance, that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, applicants will be allowed to review a copy of relevant documentation regarding the determination.
 - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Vice President of Voucher Programs and/or his/her designee for an informal review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant's status has been made.
 - b. The request for an informal review must be made in writing within 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.
 - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the applicant for consideration.

- d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President of Voucher Programs (or designee) will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.
 2. The Vice President of Voucher Programs or his/her designee will review matters presented by applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
 3. DHA shall not grant file reviews for matters related to:
 - a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
 - b. DHA's determination of family's unit size under DHA subsidy standards;
 - c. DHA's determination not to approve leasing a unit under the Section 8 Housing Choice Voucher Program, or approve a proposed lease;
 - d. DHA's determinations that a unit selected does not comply with HQS;
 - e. DHA's determination that a unit selected is not in accordance with HQS because of the size of the family;
 - f. DHA's refusal to extend family's voucher past the maximum time allowed under DHA policy;
 - g. DHA's determination of rent reasonableness;
 - h. DHA's schedule of utility allowances; and
 - i. DHA's decision not to approve a unit or tenancy.
 4. DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.
 5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.
- H. Briefing and Issuance of Vouchers
1. DHA briefs all families entering the Section 8 Housing Choice Voucher Program for the first time, relocating families, and families porting into Dallas (Section 8 Housing Choice Voucher participants that transfer from another housing agency).
 2. Briefing attendance is mandatory. Applicants/participants will receive written and/or telephone notification of the date, time, and location of the scheduled briefing. Applicant

must call 24 hours prior to the scheduled briefing to reschedule. A maximum of two appointments shall be granted per applicant/tenant. Any applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an informal review. Briefings may be conducted in group sessions or individually. In limited circumstances, DHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

3. DHA may conduct individual briefings as a reasonable accommodation, if needed by persons with disabilities.
4. Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.
5. DHA may hold a combined briefing and voucher issuance session.
6. In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Housing Choice Voucher families to seek housing in non-poverty areas by providing to families:
 - a. Information or access to the addresses of units available to Section 8 Housing Choice Voucher families, as well as the landlords' names and telephone numbers;
 - b. Information on individual units available for lease;
 - c. individual counseling and information about public transportation to view units;
 - d. information on neighborhood amenities, including information on crime, schools, day cares, health care and public transportation; and
 - e. Counseling to families on program matters, and in instances of alleged program discrimination.
7. Schedules for briefings will be communicated to the Inclusive Communities Project (ICP), so their staff can participate in all briefings to assist with and encourage mobility moves.
8. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may provide the voucher briefing by other means such as a webcast, video call, or expanded information packet. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA. See DHA's HCV Orientation Briefing and Voucher Issuance Procedure (550-4.1) for additional details.

I. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood⁴ where the percentage of persons of a particular racial or ethnic minority⁵ is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.⁶
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network, and the Cole Indices are used as resources to increase the interest of private landlords within DHA jurisdiction.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher Program guidelines, fair housing, Housing Quality Standards, and other landlord-related issues. In addition, DHA conducts landlord workshops, corporate briefings, property visits, and initiates telephone contact with landlords owning housing units in low-poverty areas.
4. The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures.

J. The Term of Vouchers

1. Vouchers expire 90 days from the date of issuance. DHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, DHA may only extend the voucher term as a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.
2. Class members participating in the Walker Settlement Voucher Program and actively searching for housing in eligible census tracts will be given 120 days to find suitable housing.
3. Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given 120 days to find suitable housing.

⁴ As that term is used by HUD.

⁵ As based on the most recent decennial census.

⁶ As based on the most recent decennial census or the most recent American Community Survey data.

4. Applicants/participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the voucher. The family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e. toll) the term of the family's voucher. Should the family be required to resume their search for housing (e.g. because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.
6. The voucher shall be withdrawn if the family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the family from completing a new application for the HCV Waiting List, when the waiting list is open.
6. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may grant extension(s) needed as a result of COVID-19 that are not described herein, even though DHA has been unable to formally amend its policy in the administrative plan. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

K. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the Portability Procedure (500-1.8). Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers
 - a. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.
 - b. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under DHA's budget authority, if the receiving PHA cannot absorb their voucher.
 - a. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

- c. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify DHA in writing when they want to move out of DHA's jurisdiction using the portability feature.

2. Incoming Vouchers:

DHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when DHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), DHA will not absorb incoming portable Vouchers but will bill the sending PHA for the family's costs under the program.

L. Relocation of Witnesses and Victims of Crime

DHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. DHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

Section VI. Request for Tenancy Approval, Inspection, and Leasing

A. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. When a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
 - a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
 - 1) The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the DHA to determine whether to approve the assisted tenancy in this unit.
 - 2) Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
 - 3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household and the owner is not living in the unit.
 - b. All new landlords may be required to provide the following documentation:
 - 1) Tax identification letter issued by the IRS or social security card.

- 2) Direct deposit agreement with voided check.
- 3) Current government issued photo ID.
- 4) IRS W-9 form with original signature.
- 5) Copy of warranty deed, or other approved deed or proof of control of the unit.
- 6) Proof of payment of real estate taxes.
- 7) Copy of management agreement (for property management companies).
- c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The duration of the lease may be no more or no less than one year.
- d. For units constructed prior to 1978, owners must either
 - 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
 - 2) attach a lead-based paint disclosure statement.
3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15
4. When the family submits the RFTA the DHA will review the RFTA for completeness.
 - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the DHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
 - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The DHA will not accept missing information over the phone but will accept some missing information via fax or email.
5. When the family submits the RFTA, the DHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
 - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the DHA will notify the family and the owner of the discrepancies.
 - b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The DHA will not accept corrections by phone but will accept some corrections via fax or email.

6. Because of the time sensitive nature of the tenancy approval process, DHA will attempt to communicate with the owner and family by phone, fax, or email. DHA will use mail when the parties can't be reached by phone, fax, or email.

7. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is canceled/voided.

B. Housing Quality Standards and Inspections

1. Prior to execution of the HAP contract, DHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards (HQS).
2. HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR §982.401. Additionally, DHA exercised flexibilities to add acceptability criteria variations to HQS, which meet or exceed HUD's performance requirements. Based on HUD's approval of DHA's request, dated December 17, 2019, to add the City of Dallas Housing Code to the existing inspection acceptability criteria, DHA has adopted the Dallas Housing Code in addition to HQS as its inspection standards.
3. Due to the COVID-19 pandemic, and corresponding order from Dallas County to practice social distancing, DHA has determined it necessary and appropriate to modify current HQS inspection procedures to allow for either virtual inspections with the use of audio/visual technology, or conditional approvals that will be verified at a later date. DHA's Virtual Inspection Procedure (550-2.1) sets forth processes for both options. DHA Inspectors will try first to conduct a virtual inspection, and move to a conditional inspection approval if required.
4. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.
5. The family must allow DHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
6. Modifications to Provide Accessibility
 - a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.
 - b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR

§35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

- c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. 24 CFR §100.203; Notice 2003-31

7. Family Responsibilities 24 CFR §982.404

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

- a. Utilities that are required to be paid by the tenant are not in service;
- b. Appliances that are required to be provided by the tenant are absent or not working.
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

8. Owner Responsibilities

- a. The owner is responsible for all HQS violations not listed as a family responsibility above; however, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.
- b. DHA does not enforce the lease agreement between the family and the owner through the enforcement of HQS; however, a family's living habits may cause damage to the unit and result in HQS violations that are the owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to DHA at the time of occurrence.
- c. DHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the family that has violated the lease agreement.

- d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.
 - e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.
9. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225
- a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six.
 - b. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling.
 - c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-based hazards in accordance with the lead based paint regulations 24 CFR §§35.1325 and 35.1330.
 - d. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report.
 - e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
 - f. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.
 - g. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age living in a HCV assisted unit built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit.
 - h. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
 - i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's area of operation the names and/or addresses of children under 6 years of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the

owner and conduct a risk assessment inspection.

10. Violation of HQS Space Standards 24 CFR §982.403

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the DHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.
2. DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the landlord and family. A report for every inspection shall be prepared and maintained in the family's file in the voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.
3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, and require the defects be corrected. A copy of this notification shall be retained in the family's file. If DHA determines, as a result of the re-inspection that the landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract. If the landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.
4. Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the landlord.
5. Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an immediate threat to the health and safety of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks (window, doors, or any point of entry),
- b. Broken window or door frames,

- c. Major plumbing leaks or flooding, such as waterlogged ceiling or floor in imminent danger of falling,
 - d. Natural gas or fuel oil leaks,
 - e. Any electrical problem or condition that could result in shock or fire,
 - f. Condition that presents the imminent possibility of injury,
 - g. Obstacles that prevent safe entrance to or exit from the unit,
 - h. Absence of a functioning toilet in the unit,
 - i. Inoperable smoke detector,
 - j. No gas in unit when the unit has gas appliances or fixtures,
 - k. No running water in unit,
 - l. No electrical power in unit,
 - m. From October 1st – March 31st, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - n. From April 1st – September 30th, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - o. The unit lacks hot water; or
 - p. Referrals to/from the City of Dallas.
6. If a family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Code Compliance Office.
7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will

issue notice to the landlord giving an opportunity to cure the violation. DHA or the City of Dallas will reinspect. Failure on the part of the landlord to cure the violation will result in abatement of the HAP payment and may also result in termination of the housing voucher or reissuance of a voucher to enable the resident to relocate to other suitable housing. As stated in this policy, DHA's HQS criteria have been amended to include the City of Dallas Housing Code; therefore, a violation of the City of Dallas Housing Code is also a violation of HQS, and subject enforcement by DHA.

D. Complaint Inspections

1. DHA shall respond to all families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.
2. Once the complaint is received, DHA shall notify the family and landlord of the complaint and give the landlord and/or family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
3. Hazards that pose no threat to the health and safety of families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.
4. Re-inspection Process: DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.

DHA will bear the cost of the first inspection of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS, DHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements.

E. DHA-Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

F. Abatement of Housing Assistance Payment

DHA shall abate HAP to landlords for units that fail HQS when the landlord fails to make acceptable corrections within the required time frame and may take action to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program. DHA shall not abate payments to landlords for violations of HQS that are the family's responsibility. DHA shall offer housing mobility services to the family when payments to the owner are abated due to no fault of the family.

1. Mandatory Relocation of Family

- a. Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the family. DHA shall cancel the HAP contract when the family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
- b. If DHA initiates action to abate the unit, the family must move from the unit. If the family decides not to move, DHA shall terminate the assistance to the family in accordance with the HAP Contract.

2. HQS Violations Caused by the Family

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the family is not the responsibility of the landlord. DHA will terminate assistance to the family if the family fails to correct a HQS breach caused by the family member or by a guest.

The following actions constitute a family breach of the HQS:

- a. Tenant paid utilities that are not in service;
- b. Failure to provide and maintain any appliances that are to be provided by the family;
- c. Vermin infestation in the unit caused by the family's housekeeping; or
- d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility



The owner is responsible for all other HQS violations not listed in the family breach of HQS section listed above, even if the violation is a result of the family's living habits. If the family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the family from the property. (See family violation section listed above.)

The owner may choose to make repairs that result from a family's violation of the lease agreement and bill the family for the repair.

G. Screening and Security Deposit Requirements

1. DHA encourages landlords to screen all potential residents. Landlords need not accept families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units, or a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.
3. If requested, DHA will provide the landlord with the family's current address, as shown in DHA's records, and the name and address, if known, of the family's current and previous landlord.

H. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the following:

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. DHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, DHA will explain the problems to the owner and

suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. DHA does provide a sample lease agreement that owners may opt to use.

I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits⁷, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA.
2. Any appliance, service, or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance, or other item.
3. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises are not acceptable.

J. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

K. Rent Reasonableness Determination

DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area.

⁷ Note that an assistance animal verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.

DHA shall exercise this authority for all Section 8 Housing Choice Voucher tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

- a. Location and age of the unit;
- b. Unit size, including the number of rooms and square footage of rooms;
- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);
- d. The quality of the units including the quality of the original construction, maintenance and improvements made;
- e. Amenities, services, and utilities included in the rent;
- f. Availability of public transportation at or near the unit; and
- g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted through any of the following programs:

- a. Section 8 Housing Choice Voucher project-based assistance;
- b. Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects;
- c. HOME or Community Development Block Grant (CDBG);
- d. units subsidized through federal, state, or local tax credits or tax incentives;
- e. and units subsidized by the Department of Agriculture rural housing programs.

3. Rents Charged for Other Units on the Premises

- a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

- b. By accepting payment from DHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.
- c. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at 24 CFR §982.507, which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

- a. DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.
- b. DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.
- c. Section 24 CFR §982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the

form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

- a. The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.
- b. In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- c. Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.
- d. DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

L. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the family's share of the rent will not exceed 40 percent of the family's adjusted monthly income, DHA will execute a Housing Assistance Payment (HAP) Contract with the owner.
2. DHA shall execute HAP contracts for new admission families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.
3. DHA shall execute HAP contracts for moving families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating families on the last day of the month. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. If the family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the family will be responsible for the rent due to the landlord in one of the units (DHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).
4. DHA shall inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

M. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the landlord by the fifth of each month.
2. All HAP payments made by DHA to the landlord are deemed received by the landlord when the funds are wired by DHA to the landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the family. If the HAP contract has not been executed within 60 days of move in by the family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. DHA will not pay late fees on unpaid late fees.

No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the landlord or the HAP to be made by DHA.

DHA shall pay a late fee of \$50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made upon request from landlord, provided he/she has a policy and practice of collecting late fees from private market families residing in his/her units.

5. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may forgo the 60-day time frame set forth above. HUD waived the regulatory requirement to allow PHAs to execute the HAP contract after the 60-day deadline has passed and make housing assistance payments back to the beginning of the lease term. However, DHA and owner must execute the HAP contract no later than 120 days from the beginning of the lease term. The period of availability to execute the HAP contract after the normally 60-day period from the beginning of the lease term ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

N. Rent Increases to Owners

Owners may request a rental adjustment once per year. All adjustment requests submitted to DHA must be requested in writing in the format prescribed by DHA. Upon receipt of the owners written request, DHA will:

1. Conduct a rent reasonableness study;
2. Notify the owner of our determination;
3. Provide 30 days written notice to family;
4. Prepare and distribute the Notice of Amendment to the HAP Contract to match the updated lease agreement; which may be different from the original notice from the owner. The effective date will also depend on proper notice to the family if their portion will increase.

If the proposed rent is not within rent reasonableness guidelines, DHA will attempt to negotiate the rent with the owner. If the owner does not agree to a rent amount within guidelines, the tenant will be issued a voucher to move to a program acceptable unit.

DHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

O. Family Moves

1. Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

- a. Relocation directed by DHA;
- b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;
- c. Family need for an accessible unit to accommodate a member's disability;
- d. Catastrophic disasters;
- e. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;
- f. Family size exceeds appropriate voucher size by two or more persons;
- g. Family is moving to a neighborhood that is not economically impacted.

2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA's Vice President of Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

3. Moves within DHA's jurisdiction

Other than the exceptions noted above, families will be eligible to move within DHA's jurisdiction with continued assistance only if:

- a. they currently live in DHA's jurisdiction; and
- b. they hold a valid Housing Voucher; and
- c. they are eligible to move; and
- d. they have not violated any family obligations; and
- e. they do not owe DHA any money; and
- f. their current landlord indicates that they are fully lease compliant; and
- g. they are moving at or after the date of their Annual Recertification of Income and family circumstances and/or at the end of their lease term if the lease term is not in

conjunction with the scheduled Annual Recertification.

4. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to DHA, but not before the voucher has been issued.
5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
6. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Disability-related need, as documented by a qualified medical practitioner.
 - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
 - d. Reduction in the family's voucher size that results in the family paying excessive rent.
 - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - f. Voluntary moves after the first 12 months of occupancy.
 - g. All other moves.
7. DHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe DHA money, the family will be offered a new voucher to search for another unit.
8. At any time, DHA may deny permission to move due to the following if:
 - a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
 - b. The family does not allow DHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.
 - d. The family is verified to have committed any serious or repeated violations of the lease.
 - e. The family owes DHA or another PHA money for any reason.
 - f. DHA does not have sufficient funding for continued assistance.
 - g. The family is verified to have violated any family obligation.
 - h. For any other HUD-allowed reason.

9. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
 10. DHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify DHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.
 11. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.
- P. Owner Termination of a Participant's Lease: Grounds for Lease Termination
1. The owner may terminate the lease for lease violations at any time.
 2. The owner may terminate the lease for any other reason only after the initial period of the lease.
 3. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.
 4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.
- Q. Required Notice for Lease Termination
1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
 2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
 3. Owners must give written notice to DHA of any legal actions and are required to provide DHA with copies of all court action papers regarding program participants.
 4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies DHA with copies of all pertinent

legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.

5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
 - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
 - b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for DHA's failure to pay the housing assistance payment.

R. Change in Ownership or Property Management Company

1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.
2. DHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

Section VII. Payment and Subsidy Standards

DHA shall determine the family's unit size and family contribution of housing cost in accordance with HUD regulations using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. DHA will establish program payment standards by balancing the competing needs of setting payment standards as low as possible to assist as the highest number of families within available funding, while still setting the standards high enough to ensure that families can find and lease housing in high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
2. DHA will monitor the effect of the payment standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will

continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit.⁸

4. The payment standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
 - a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
 - b. DHA shall avoid concentration of Section 8 Housing Choice Voucher families in high poverty areas;
 - c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. DHA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.
6. DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing subsidy standards. Maximum subsidy standards for an eligible family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody, between the time of application and admission will be added to the household when verification of the birth, adoption, or court awarded custody to a family member listed on the application is provided to DHA.

⁸ Final rule FR-5855-F-03, "Establishing a More Effective Fair Market Rent System; Using Small Area Fair Market Rents in the Housing Choice Voucher Program Instead of the Current 50th Percentile FMRs; Final Rule," effective January 17, 2017, amends the voucher program regulations at 24 CFR §982.505(c)(3) to reflect the change made by HOTMA. Implementation guidance to PHAs was published in Notice PIH 2018-01.

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not if the adults do not pass the criminal history screening.
4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the head of household with written notification of the determination within 14 calendar days of the family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. DHA's decision about whether or not to permit the addition of a live-in aide to a voucher household shall be based upon verification that:
 - a. The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at 24 CFR §8.3; and
 - b. A knowledgeable professional verifies that the live-in aide is needed because of the disability; and
 - c. That the individual proposed as the live-in aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the knowledgeable professional.
2. The family and live-in aide will be required to submit a certification that the live-in aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).
4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
5. Live-in aides are required to attend the annual recertification appointments with the head of household and DHA must reverify the eligibility of the household for a live-in aide in accordance with DHA's Reasonable Accommodation Procedure (357-1.1).

6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a “remaining member of a tenant/client family.”
7. The live-in aide must meet DHA’s screening criteria. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing agency in connection with any assisted housing programs.

D. Family Subsidy Standard During Program Participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher. Such additions to the family must be reported within 10 calendar days of occurrence.
2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.
3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), DHA will notify the head of household of the need to move and issue the family another Housing Choice Voucher at the termination of the family’s lease.

E. Occupancy Standards

1. Voucher size is one factor in determining the family’s level of assistance. The size of a voucher will be based upon the family/household composition.
2. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR §982.401 and 24 CFR §982.402), and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher.
3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.
 - a. At least one person must occupy each bedroom.
 - b. A maximum of two persons may occupy a bedroom or living/sleeping room.

- c. A one-person family will be issued a one-bedroom voucher.
- d. Two youth per bedroom, unless they are of different gender.
- e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.
- f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college, is considered a member of the family.
- g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.
- h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.
- i. A bedroom may be allocated for an approved live-in aide to provide continuous medical assistance to a disabled family member. Since a live-in aide is one person, no additional bedrooms will be considered for the live-in aide's family. A live-in aide must not have another residence, but rather must live in the unit.
- j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability as a reasonable accommodation. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.
- k. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

Housing Choice Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	1	1
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	6	12
6-BR	8	14

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The housing assistance payment (HAP) is based upon the lower of the payment standard for family unit size or the payment standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original family composition may be altered when the head of household leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the head of household permanently leaves the household.
2. If the head of household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult family member capable of assuming the head of household position, the voucher assistance will pass to that remaining family member, who will then become the head of household.
3. When the head of household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining family members, the family may designate any qualified family member as the head of household. The head of household must have

the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.
6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. An exception will be considered for the benefit of minor children where there is no eligible remaining family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as head of household, DHA may consider the addition of this adult as the head of household. The adult assuming the role as head of household must assume legal custody or kinship care of the minor children. The newly designated head of household must meet DHA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated head of household may assume permanent status as head of household if the initial head of household is unable to return to the unit and grants written authorization. In such cases, the initial head of household's claim to Section 8 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

H. Temporary Absence of Head of Household

If the head of household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the voucher HAP will be provided for a maximum of 90 days. The absent head of household's income will continue to be counted and the family will be responsible for their portion of rent to the landlord for the 90-day period. If the head of household is unable to return to the Housing Choice Voucher Program assisted unit after the 90-day period, DHA will no longer consider the absent family member the head of household and the family may utilize the provisions of Section G above.

I. Family Absences from the Unit

1. The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to DHA. Absences longer than 14 consecutive days

require advance approval by the owner and DHA. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.

2. Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.
3. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may determine not to terminate the HAP contract after 180 consecutive days due to extenuating circumstances (e.g., hospitalization, extended stays at nursing homes, caring for family members). The period of availability for the extension ends December 31, 2020, and the PHA may not extend the HAP contract beyond December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

J. Separation or Divorce

1. In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which family members continue to receive Section 8 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:
 - a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or
 - b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family members of the household; or
 - c. Grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
3. DHA will not grant both parents of minor children a voucher.

K. Determination of Family Share of Housing Cost

1. The family's contribution to the housing cost will be based upon the verified annual and adjusted income as defined in HUD regulations. 24 CFR §5.609
2. The amount of the total tenant payment (TTP) will be calculated based on the highest of:
 - a. 10% of the monthly unadjusted family income; or
 - b. 30% of the family's monthly adjusted income; or

- c. DHA's minimum rent of \$50.00.
 - 3. The actual amount of the family's contribution will be the total tenant payment (TTP) unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal TTP plus the amount by which the gross rent exceeds the payment standard.
- L. Exemption from Minimum Rent Requirement
- 1. Families paying the minimum rent required by DHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their family. DHA will consider the following hardships:
 - a. The family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program; or
 - b. The income of the family has decreased because of changed circumstances including loss of employment; or
 - c. A death in the family has occurred.
 - 2. The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested, and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

M. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 Housing Choice Voucher assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

N. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction, and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than \$1 per unit month.

In accordance with applicable HUD waivers during COVID-19, public housing agencies must review their utility allowances by 12/31/2020.

O. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the family's total tenant payment, DHA shall issue the family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. Utility reimbursements are made using debit cards. If the value of the Utility Reimbursement is less than \$15 per month, the debit card will be reloaded quarterly, if more than \$15 per month, the debit card will be reloaded monthly.

Section VIII. Determining Income and Rent

A. Annual Income 24 CFR §5.609

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. See C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.3. below concerning treatment of lump-sum additions as family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. See paragraph C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

B. Non-Cash Contributions To Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; DHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third party verification.

C. Excluded Income 24 CFR §5.609

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital

gains, one-time lottery winnings, and settlement for personal property losses (but see paragraph 5 above if the payments are or will be periodic in nature);

(See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits and veterans benefits)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution to pay tuition;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a client to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Deferred payments of VA disability benefits that are received in a lump sum payment;
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the

developmentally disabled family member at home;

18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088

Examples of programs under this Act include but are not limited to:

- 1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- 2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- 3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)
- f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
- g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407
- h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. 20 USC 1087 uu

Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- i. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- m. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case “Elouise Cobell et al v Ken Salazar

D. Anticipating Annual Income 24 CFR §5.609(d)

If it is not feasible to anticipate income for a 12-month period, DHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

E. Adjusted Income 24 CFR §5.611

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

1. For All Families

- a. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
- b. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
- c. Work-related Disability Expenses/Disability Assistance Allowance — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
- d. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included

would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- 1) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - 2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
2. For elderly and disabled families only:
- a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.
 - 1) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
 - 2) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - 3) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
3. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in Section XIII.

F. Earned Income Disallowances (Adults with disabilities ONLY)

1. If a Voucher Client with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an

Earned Income Disallowance (EID) as described below. To qualify, a Voucher Client must qualify as a person with a disability and:

- a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies, for example) was received, it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the Voucher Client qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
 3. During the second 12 months after the date the client qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
 4. The disallowance periods described in number 2 and 3 above only occur while the resident is employed. If the client stops working, the disallowance stops and resumes again when the client goes back to work.
 5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the client first qualified for the EID.
 6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
 7. No one receives more than one EID in a lifetime.

G. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide, unless specified otherwise by the medical practitioner verifying the accommodation.
2. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for annual reexaminations, including the use of EIV, rather than delaying the family's annual

recertification. DHA will accept self-certification as the highest form of income verification to process annual reexaminations. The period of availability to conduct annual reexaminations using these modified verification requirements ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Re-certification dates will change when a family moves.
4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.
5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.
6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however, accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.
7. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
8. If the family fails to bring and/or submit all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.

13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR §5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
15. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
16. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

H. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for interim re-examinations, including the use of EIV. During the allowable period of eligibility, DHA will accept self-certification as the highest form of income verification to process interim reexaminations. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. Due to the COVID-19 pandemic, and corresponding widespread closing of businesses and places of employment, DHA determined to prioritize processing decreases in household income for the period from March – June 2020, including effective dates beyond this range. For most cases, increases in income were deferred during this time period to the next annual re-examination.
4. DHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	DHA ACTION
Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules ⁹ .	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in income following DHA granting interim rent decrease.	Process an interim increase.
Increase in earned income from the employment of a current household member.	Process an interim increase.
Increase in unearned income (e.g.COLA adjustment for social security).	Defer increase to the next regular re-examination.
Increase in income because a person with income (from any source) joins the household.	Process an interim increase.
Increase in monetary or non-monetary income after a voucher client claims zero income.	Process an interim increase.
Increase in earned income because a person with a history of seasonal employment (e.g. school worker, construction worker) returns to work.	Process an interim increase.
The resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than what it should be.	Process an interim increase.

5. If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with

⁹ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (24 CFR §5.615).

economic self sufficiency requirements.

- 1) If a voucher client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
- 2) If the welfare department upholds the grant reduction, the voucher client shall owe a retroactive rent on the interim rent reduction granted.
- 3) If the welfare department overturns the grant reduction, no retroactive balance is owed.
6. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, DHA is not permitted to reduce tenant rent.
7. When a family's TANF grant is reduced, DHA will verify the reason for the reduction through the Texas Department of Health and Human Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

8. Required Interim Redeterminations

For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

9. Timing of Interim Rent Adjustments

- a. Interim rent increases will be effective 30 days after the first of the month.
- b. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.
- c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
- d. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
- e. No retroactive rent decreases will be granted.
- f. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
- g. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
- h. If the family is responsible for delays in completing an interim re-certification, DHA

may terminate assistance.

- i. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
- j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

10. Interim Changes in Family Composition

The family is required to report the following in writing to DHA within ten calendar days of the change:

- a. A family member is added by birth, adoption or court-awarded custody, with or without increased income.
- b. The family wants permission to add a member by any method other than birth, adoption or court-awarded custody.
- c. The family loses a member.

11. DHA Addresses Changes in Family Composition

- a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
- b. DHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
 - 1) Relationships consistent with DHA's definition of family
 - 2) Temporary custody of foster children
 - 3) Other family member additions (e.g. kinship care)
- c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
- d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.
- e. Failure on the part of the owner to approve an additional family member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for DHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.

- f. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
 - g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
 - h. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
 - i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.
 - j. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.
 - k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.
- I. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deductions listed below as identified in 24 CFR §§5.611 and 5.617.

1. \$480 for each dependent;

2. \$400 for elderly or disabled families;
3. Un-reimbursed anticipated annual medical expenses of elderly or disabled families that exceed three percent (3%) of annual income;
4. Un-reimbursed disability assistance expenses for care or apparatus for disabled family members that exceed three percent (3%) of annual income and permit an adult family member to work; and
5. Reasonable child care expenses to allow an adult family member to work, actively seek work, or attend school.

J. Verification of Income, Assets and Deductions

DHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income, and deductions from income or its own procedures. See Verification Procedure (610-1.2).

K. Computing Rent 24 CFR §5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.

2. Total Tenant Payment is the highest of:

- a. 30% of adjusted monthly income; or
- b. 10% of monthly income; or
- c. Minimum Rent of \$50.

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. 24 CFR §5.634

4. Rent to Landlord

a. Rent to landlord is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be \$50 per month.

6. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: 24 CFR §5.630

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of adjusted monthly income or 10% of monthly income

Section IX. Termination of Assistance

A. Terminations of Families' Assistance Based on Program Regulations

DHA may terminate the assistance of families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify DHA that they wish to voluntarily terminate their assistance.
2. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months). In recognition that the COVID-19 emergency is creating economic and employment instability for many families, as well as situations where families may on a temporary basis be adding members whose additional income may result in a \$0 HAP subsidy calculation, HUD is waiving this requirement. As an alternative requirement,

DHA, upon written notice to the owner and family, may extend the period of time following the last payment to the owner that triggers the automatic termination of the HAP contract. The extension beyond the normally applicable 180 days is determined by DHA but may not extend beyond December 31, 2020. The period of availability for the extension ends December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. No family member certifies to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
4. Any member of the family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by DHA.
6. Families move out of their dwelling unit without giving proper written notice to DHA and their landlord.
7. DHA determines the landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the landlord's lease by the family, and it is verified that the family has failed to satisfy any such liability.
8. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the family has engaged in drug related criminal activity or violent criminal activity as outlined in Section IV B.
12. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, or stalking.
13. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
14. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

15. Any family member engages in illegal use of a controlled substance.
16. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
17. Any household member illegally possesses weapons.
18. Any member of the family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
19. Any family member or guest of the family engages in or threatens abusive or violent behavior toward Authority personnel.
20. All members of the family are absent from the unit for more than 14 consecutive days without PHA and landlord approval.
21. A family has their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
22. Any family member who enters into a side payment agreement without DHA's authorization.
23. Any family member or guest causes damage to the unit or surrounding property as verified by a DHA inspection.
24. Any family member or guest engages in violent physical behavior or fights.
25. Any member of the family has violated any family obligation under the Housing Choice Voucher Program as outlined in 24 CFR §982.551, as amended.
26. Any other HUD-allowed reason.

DHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

B. Terminations during a Funding Shortfall

DHA may take action to reduce housing assistance payment expenses due to a federal funding shortfall where DHA would otherwise be required to terminate participating families from the program due to insufficient funds. DHA will outline its plan to implement action to terminate program participants during a funding shortfall in its Standard Operating Procedures.

C. Participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

The Violence Against Women and Justice Department Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA) protects families who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with 24 CFR §5.2005 and PIH Notices 2006-42 and 2017-02, DHA will not deny assistance under, or terminate assistance from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking (collectively VAWA crimes) by an affiliated individual.

VAWA definitions of domestic violence, dating violence, sexual assault, stalking, and affiliated individual are provided below. Detailed VAWA protocol is included in DHA's Procedure for VAWA crimes.

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1) the length of the relationship;
 - 2) the type of relationship; and

- 3) the frequency of interaction between the persons involved in the relationship.
3. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. fear for the person's individual safety or the safety of others; or
 - b. suffer substantial emotional distress.
4. Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
5. Affiliated individual, with respect to an individual, means:
 - a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - b. Any individual, tenant, or lawful occupant living in the household of that individual.
6. Notification of Occupancy Rights. DHA will notify landlords and Housing Choice Voucher participants of the notification of occupancy rights under VAWA during termination proceedings, landlord and client briefings, during the annual recertification process, and by providing information from DHA staff. Housing Choice Voucher participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking must complete, sign, and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.
7. Certification.

DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

 - a. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".
 - b. Providing other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.
 - c. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

8. Emergency transfer Plan.

Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer. Detailed procedures on emergency transfers are covered in DHA's Procedure for VAWA crimes.

E. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. DHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section X. Informal Hearings

A. Situations in which DHA will offer informal hearings

1. An informal hearing is offered to a participating family based on DHA's decision affecting the family in the Housing Choice Voucher Program in accordance with the procedures described in this section.
2. DHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:
 - a. the amount of the total tenant payment or tenant rent;
 - b. appropriate utility allowance;
 - c. family unit size under payment standard;
 - d. termination of assistance;
3. DHA is not required to provide an opportunity for an informal hearing to review Authority determinations:
 - a. that are administrative determinations by DHA, or to consider general policy issues or class grievances.
 - b. that a unit does not comply with DHA's Housing Quality Standards, that the owner has

- failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
- c. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
 - d. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in DHA's Housing Choice Voucher Program.
4. Notice to Participant
- a. DHA shall give the participant prompt written notice of the decision made regarding the stated issues in Section X.A.2.
 - b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
 - c. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
 - d. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
 - e. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
 - f. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
 - g. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.
5. The Hearing Officer
- a. DHA will designate a hearing officer(s) to conduct the informal hearing.
 - b. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.
6. Rights of the Participant

- a. The participant must appear in person or via conference call, and may be represented by an attorney at his/her own expense.
- b. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by DHA.
- c. The participant shall have the right to present both oral and written evidence.
- d. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
- e. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment, speaks Spanish or Vietnamese, DHA will provide an interpreter at DHA's expense.
- f. The participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.
- g. The participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

7. Rights of DHA

- a. DHA may be represented by an attorney at the informal hearing.
- b. DHA may introduce evidence, both oral and written.
- c. DHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
- d. DHA shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
- e. DHA must be allowed to copy any such document at DHA's expense.
- f. If the family does not make the document available for examination on request of DHA, the family may not rely on the document at the hearing.

8. Conduct of the Informal Hearing

- a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
- b. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
- c. Participants may not re-schedule a hearing more than once.

9. The Decision

- a. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
- b. The decision shall be in writing and based on the evidence , HUD regulations, Authority policies and rules, and any applicable law.
- c. The decision shall briefly state the reasons on which the decision is arrived.
- d. A copy of the decision shall be furnished promptly to the participant, but in most instances no more than 14 business days from the date of the hearing.

10. Situations in which Informal Hearing Decisions are not binding on the DHA

DHA is not bound by a hearing decision on the following matters:

- a. A matter for which DHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
- b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

If DHA determines that it is not bound by a hearing decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.

Section XI. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program. 24 CFR §982.454.

A. Determination to Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any

contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

- a. an analysis of the amount of rent paid by each family; and
- b. an analysis of the length of time each family has been participating (in succession) on the program with a correlation of the income of each family and the amount of rent paid.

DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XI.A.

C. Resumption of Assistance for Impacted Families

1. DHA will document the names of every family terminated from the Housing Choice Voucher program due to insufficient funding. When funding is available, DHA will offer vouchers to these families before applicants on the Housing Choice Voucher Housing Choice Voucher Waiting List, in accordance with DHA's Shortfall Procedure (500-1.3).
2. DHA will initially resume housing assistance for families with cancelled HAP contracts followed by families with vouchers withdrawn before contracts were initiated. In accordance with Notice PIH 2013-19, if DHA is not assisting the required number of special purpose vouchers when it resumes issuing vouchers, DHA will issue vouchers first to these special purpose voucher categories of families on its waiting list until the PHA is assisting its required number of special purpose vouchers.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

Section XII: Special Programs, Features, and Options

A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special

criteria of each program. DHA may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH) Addendum 2

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Emergency Housing Voucher (EHV) Program- Addendum 12

The Emergency Housing Voucher program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

DHA will administer the EHV program in accordance with Notice PIH 2021-15(HA), or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Family Unification Program (FUP) Addendum 3

Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent

danger of losing their child(ren) to foster care due to the lack of adequate housing, or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating families. Following admittance into the Section 8 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

The statute provides that a FUP youth must be not more than 24 years of age (not yet reached their 25th birthday) to be eligible to be placed under HAP contract. A FUP youth issued a voucher at 24 years of age may not be able to lease the voucher before their 25th birthday where DHA operations may have been curtailed by the pandemic.

For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may execute a HAP contract on behalf of any otherwise eligible FUP youth up to and included age 26. The Notice allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020, and December 31, 2020. Finally, the Notice allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days. The period of availability for these flexibilities in the FUP program ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

4. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for families that include a non-elderly person(s) with disabilities, defined as a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial HAP contract. So long as available funding permits issuance of turnover vouchers for the Mainstream Voucher Program, DHA will issue Mainstream vouchers to families that include a non-elderly person(s) with disabilities. Mainstream vouchers will be issued to eligible families in accordance with the following priorities:

- a. First priority for eligible families who meet the age and disability criteria above, and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.
- b. When there are insufficient families on the wait list who meet the criteria above, DHA may consider issuing Mainstream vouchers to eligible families who meet the age and disability criteria above, but who are not transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

When a voucher under this program becomes available for reissue (e.g., the family initially selected for the program terminates assistance or is unsuccessful in their search

for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program, in accordance with the priorities set forth above. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of disabled families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher Program if, as the result of a rent increase no later than one year after the date of the landlord's prepayment or voluntary termination, the family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

- a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 Housing Choice Voucher or Section 23 project-based contract;
- b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.
- c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.
- d. HUD Property Disposition: HUD becomes the landlord of the property through foreclosure and is either selling or closing the property.

6. Tenant-Based Vouchers for Disabled Individuals with Medicaid Waivers (Addendum 5)

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in

assisted living facilities rather than being moved to nursing homes or other medical facilities.

7. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by disabled families. When a voucher under this housing opportunity becomes available for reissue (e.g., the family initially selected for the program drops out or is unsuccessful in their search for housing), the voucher may be used only for the next eligible disabled family on the Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible disabled families to apply. Outreach may include contacting independent living centers, advocacy organization for persons with disabilities, and medical, mental health and social service providers for referrals of persons with disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Housing Choice Voucher program, all other program requirements will apply.

8. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing at the facility is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.

B. DHA's Special Programs

1. Project-Based Program (Addendum 7)

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

- a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit landlords and social service providers to provide housing opportunities for families with special needs.
- b. Project-Based Vouchers for the Elderly at Roseland Gardens: Participants in the Project-Based Housing for the Elderly includes families originally displaced from the Roseland Homes development and other one and two person families with all members 55 years of age or older.

- c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Housing Choice Voucher units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each client household written notice of this right at the time of signing the initial lease.
- d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.
- e Replacement of ACC.
- 2. Walker Settlement Vouchers (Addendum 8)
DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.
- 3. Community for Permanent Supported Housing (Addendum 11)
In accordance with the settlement in Addendum 11, DHA commits to make available five Mainstream vouchers per year, to households referred by CPSH, for the years identified below:
 - a. 12/15/2019 – 12/14/2020
 - b. 12/15/2020 – 12/14/2021
 - c. 12/15/2020 – 12/14/2022
- 4. Section 8 Homeownership Program (Addendum 10)
DHA shall provide homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible families in attaining homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

Section XIII. Definitions of Terms Used in This Administrative Plan

Applicant – an individual or a family that has applied for admission to housing.

Area of Operation – jurisdiction of DHA as described in state law and DHA’s Articles of Incorporation: the City of Dallas and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.

Assets – cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of net family assets for assets used to compute annual income. 24 CFR §5.603

Auxiliary Aids – services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. 24 CFR §8.3

Bifurcate – to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact. See 24 CFR §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care attendant – a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.

Citizen – citizen (by birth or naturalization) or national of the United States. 24CFR §5.504

Congregate Housing Preference – individuals who qualify under the congregate housing preference may be an elderly person or a person with a disability that would reside in an approved congregate housing unit. The purpose of this program is to prevent premature and unnecessary institutionalization of frail elderly, non-elderly disabled, and temporarily disabled persons; provides a variety of innovative approaches for the delivery of meals and nonmedical supportive services while making use of existing service programs; fills gaps in existing service systems; and ensures availability of funding for meals and other programs necessary for independent living. The assisted unit must also meet all requirements under 24CFR §982.609 and payments must be in accordance with 24CFR §§982.607 and 982.608. DHA may approve the admission of this preference through an Approved Referral Agency or if self-certifies and qualifies under this definition.

Co-head of household – one of two persons held responsible and accountable for the family.

Covered Families for Welfare Benefits – families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – for the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. 24 CFR §5.A

Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent – a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR §5.603

Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR §5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3% of annual income.

Disabled Family – a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR §5.403

Divestiture Income – imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of net family assets 24 CFR §5.603 in this section)

Domestic Violence – for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity – the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR §5.A

Economic Self-Sufficiency Program – any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. 24 CFR §5.603

Elderly Family – a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR §5.403

Elderly Person – a person who is at least 62 years of age. 42 USC 1437a(b)(3)

Eligible Immigration Status – for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of acceptable INS document. 24 CFR §50508

Emancipated Minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.

Extremely Low Income Family – a family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD and adjusted for family size.

Family – two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the DHA’s HCV housing; OR two or more persons who are not so related, can verify shared income or resources who will live together in the DHA’s HCV housing.

The term family also includes:

1. elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. 24 CFR §§5 and 960
2. Live-in Aides (Definition #35) may also be considered part of the applicant’s/participant’s household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.
3. foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

These individuals are household members but are not family members and have no rights as “remaining family members”.

4. for purposes of continued occupancy, the term “family” also includes the remaining member of a resident family with the capacity to execute a lease.

Foster Adult – an adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

Full-Time Student – a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. 24 CFR §5.603

Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR §5.A

Head of Household – the family member (identified by the family) who is held responsible and accountable for the family.

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – the amount of annual income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. 24 CFR §5.615(b)

Individual with Disabilities, Section 504 definition 24 CFR§8.3 – any person who has a physical or mental impairment that:

1. substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such an impairment.

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

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

Note: A person would be covered under items 5, 6, and 7 if DHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception.

8. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism.
Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

Kinship care – an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public

Interest Law) The primary caregiver must be able to document kinship care, which is usually accomplished through school or medical records.

Live-in Aide – a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. 24 CFR §5.403

1. A family member, can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.
2. Before admitted a live-in aide to an HCV family, DHA shall verify through a qualified medical practitioner:
 - a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
 - b. The live-in aide is needed because of the family member’s disability; and
 - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.

At no time will DHA request information related to the nature, extent, diagnosis or treatment of an HCV participant’s health condition.

Lower-Income Household – a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD adjusted for family size. 42 USC 1437a(b)

Medical Expense Allowance – for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. 24 CFR §5.603

Minor – a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR §5.504

Multifamily housing project - for purposes of Section 504, means a project containing five or more dwelling units. 24 CFR §8.3

National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR §5.504

Near-elderly family – a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to

be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR §5.403

Near-elderly person – a person who is at least 50 years of age but below 62, who may be a person with a disability. 42 USC 1437a(b)(3)

Net Family Assets – the net cash value, after deducting reasonable costs that would be incurred in disposing of: 24 CFR §5.603

1. Real property (land, houses, mobile homes)
2. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
3. Cash value of whole life insurance policies
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
5. Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing savings funds before maturity.

Net family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

1. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

Other Person Under the Voucher Client's Control – for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. 24 CFR §5.A

Person with disabilities¹⁰ 42 USC 1437a(b)(3) – a person¹¹ who:

1. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,

¹⁰ NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR §8.4 (c) (2)

¹¹ A person with disabilities may be a child.

2. Has a physical or mental impairment that:
 - a. Is expected to be of long continued and indefinite duration;
 - b. Substantially impedes his/her ability to live independently; and,
 - c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

Refusal of Housing – an applicant’s choice not to accept a DHA offer of housing without good cause.

Rejection for Housing – DHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.

Remaining Family Member – a remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

Qualified Individual with Disabilities, Section 504 – an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the DHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. 24 CFR §8.3

Service Provider – a person or organization qualified and experienced in the provision of supportive services and in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person – a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

Spouse – the husband or wife of the head of the household.

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent – the amount payable monthly by the family as rent to landlord. If all utilities (except telephone) and other essential housing services are supplied by the DHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the DHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance. 24 CFR §5.6

Total Tenant Payment (TTP) – calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

Uniform Federal Accessibility Standards – standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR §40. See cross reference to UFAS in 504 regulations, 24 CFR §8.32 (a).

Utilities – water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. 24 CFR §965.473

Utility Reimbursement – families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

Very Low-Income Family – A very low-income family has an annual Income less than 50% of the Median Annual Income for the area, adjusted for family size, as determined by HUD.

Welfare Assistance – payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

Work Activities – as used in the HUD definitions at 24 CFR §5.603 include:

1. Unsubsidized employment;
2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence



Letter Signed by Working Group

**FY 2023 CoC Program NOFO
TX-600**

September 8, 2023

RE: Letter Signed by Working Group

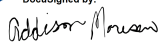
To Whom this may Concern:

The All Neighbors Coalition Youth Action Board (YAB) and All Neighbors Lived Experience Coalition (LEC), are groups of individuals with lived experience of homelessness in Dallas and Collin Counties who work with the Continuum of Care (CoC) to strategically plan, implement policies and procedures, and ultimately make our homeless response system better for people being served in the community.

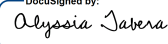
As the YAB and LEC, we agree with the CoC's annual goals and priorities for serving individuals and families experiencing homelessness with severe service needs which include:

- Strengthening Landlord Engagement strategies
- Increase access to long-term housing
- Promote racial equity and address disparities in system outcomes
- Fully integrate people with lived experience in CoC planning and decision making

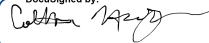
We will continue to support the CoC, with providing all necessary feedback for policies and procedures, system changes, equity and inclusion, strength-based language, trauma informed language, and all other necessary attributes to help provide a safe, equitable, and reliable system for our unhoused neighbors.

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Housing First Evaluation

**FY 2023 CoC Program NOFO
TX-600**



Housing First Standards Assessment Tool

Overview: This tool aims to assess and document how closely a housing and service provider adheres to the recommended best practice standards of the Housing First model, in the context of the broader work to implement a Housing First orientation at the system-level. This tool specifically evaluates project-level fidelity to Housing First, which directly impacts a system's fidelity to Housing First. In addition to the universal best practice standards identified in this tool, Continuums should also take into account their local community context and local written standards pertaining to Housing First when assessing projects. A Continuum of Care can use this tool to prompt discussion and to

Provider Info tab: The Provider Information tab should be completed *prior* to beginning the assessment. Specifically, the ***Project Name, Project Type, Target Sub-Population served, and Date of Assessment*** fields need to be completed in order to populate the assessment standards and report summary with questions that are specific to the project type and population. Please complete this section prior to printing any standards for assessment.

Standards: The standards have been arranged into the following categories: *Access, Evaluation, Services, Housing, Leases, and Project-Specific*. The "Tab" chart at the bottom of this page describes each of the categories in more detail. Some of the categories are not applicable for all project types, and those standards do not need to be completed,

Project Type	Applicable Standards
Coordinated Entry	Access & Evaluation; Project-specific
Street Outreach	Access & Evaluation; Project-specific
Emergency Shelter	Access & Evaluation; Service & Housing; Project-specific
Transitional Housing	Access & Evaluation; Service & Housing; Leases; Project-specific
Rapid Rehousing	Access & Evaluation; Service & Housing; Leases; Project-specific
Permanent Supportive Housing	Access & Evaluation; Service & Housing; Leases; Project-specific

Safeguarding: Please keep in mind safeguarding concerns when assessing projects. In particular, we advise Continuums of Care to work with projects with victims of domestic violence to make sure that adequate safety and confidentiality policies and practices are in place before beginning assessments.

Scoring: For each standard, there are three scoring criteria: "Say It", "Document It", and "Do It" (as explained further below). To show that a project is in full compliance with each standard, the assessor should mark "Always" for each scoring criteria. Use the drop down in the three columns to the right to select "Always" or "Somewhat" or "Not at

- "Say It" means that project and agency staff can describe verbally what they do concerning each standard. The assessor should be able to identify that the organizational culture supports the standard by how staff talks about what is done.
- "Document It" means that there is written documentation that supports the project's compliance with each standard. Written documentation could include Policies and Procedures, Personnel Handbooks, Professional Development Plans, Project Rules, etc.
- "Do It" means that the assessor was able to find evidence that supports the project's compliance with each standard. Evidence could include information contained in client or other administrative files, client acknowledgement that something is being done, staff can point to documentation that supports implementation of the standard, etc.

Assessor Notes: A cell below each individual standard allows the assessor to add optional notes about the information collected for that particular standard. The notes can include where information was found, what questions were asked, who answered the questions, what additional information is needed to be able to mark that standard as

Tab	Description	Purpose
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Instructions	Tool overview and aim	Offers instruction to users on the assessment tool
Provider Info	Input provider, project and general assessment information	Determines project-specific standards for consideration
Standards - Access & Evaluation	Input compliance with standards concerning participant access to the project and input, project evaluation and performance management	Assesses whether access and evaluation are compliant with Housing First principles
Standards - Leases	Input compliance with standards concerning the lease and occupancy agreements, where applicable	Assesses whether leases and occupancy agreements are compliant with Housing First principles
Standards - Services & Housing	Input compliance with standards concerning the service and housing models and structure, where applicable	Assesses whether services and housing are compliant with Housing First principles
Standards – Project-Specific	Prompts assessment standards based on project type and targeted sub-populations served by the project, where applicable	Assesses whether specific project standards are compliant with Housing First principles
Report Summary	Displays assessment scores and conclusions, and highlights non-compliant standards	Printable summary of the assessment



Provider Information

Please complete the information below on the organization being assessed.

Provider Information	
Provider's Legal Name	First Presbyterian Church of Dallas DBA The Stewpot
Acronym (If Applicable)	
Year Incorporated	1975
EIN	23-6393377
Street Address	1822 Young St. Dallas TX
Zip Code	75201

Project Information	
Project Name	The Stewpot Housing Program FY2023
Project Budget	877,819
Grant Number	TX0616L6T002302
Name of Project Director	Michelle Secours
Project Director Email Address	MichelleS@TheStewpot.org
Project Director Phone Number	214-382-5938
Which best describes the project *	Permanent Supportive Housing
<i>If project is a Safe Haven, please choose project type that it most operates like, e.g. shelter, transitional housing, or permanent housing</i>	
Are your services targeted to any of the following populations specifically? Please select one if so, as this impacts your assessment questions.	None of the above

*Please note that when you select a project type, particular standards may not be relevant.

Management Information	
Name of CEO	Brenda Snitzer
CEO Email Address	BrendaS@TheStewpot.org
CEO Phone Number	214-382-5913
Name of Staff Member Guiding Assessment	Michelle Secours
Staff Email Address	MichelleS@TheStewpot.org
Staff Phone Number	214-382-5938

Assessment Information	
Name of Assessor	Michelle S./Robin C./Angeles R./Lauren Q.
Organizational Affiliation of Assessor	Director of Housing, Manager of PSH, PSH Case Managers
Assessor Email Address	MichelleS@TheStewpot.org
Assessor Phone Number	214-382-5938
Date of Assessment	Aug 07 2023



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select “Not at all” or “Sometimes” or "Always". Marking "Always" signifies full compliance for the standard.

No.	Standard	Access Definition / Evidence	Say It	Document it	Do it
Access 1	Projects are low-barrier	Admission to projects is not contingent on pre-requisites such as abstinence of substances, minimum income requirements, health or mental health history, medication adherence, age, criminal justice history, financial history, completion of treatment, participation in services, “housing readiness,” history or occurrence of victimization, survivor of sexual assault or an affiliated person of such a survivor or other unnecessary conditions unless required by law or funding source. <i>Optional notes here</i>	Always	Always	Always
Access 2	Projects do not deny assistance for unnecessary reasons	Procedures and oversight demonstrate that staff do everything possible to avoid denying assistance or rejecting an individual or family for the reasons listed in Access Standard #1. <i>Optional notes here</i>	Always	Always	Always
Access 3	Access regardless of sexual orientation, gender identity, or marital status	Equal access is provided in accordance with the 2012 and 2016 Equal Access Rules, meaning that any project funded by HUD must ensure equal access for persons regardless of one’s sexual orientation or marital status, and in accordance with one’s gender identity. Adult only households, regardless of marital status, should have equal access to projects (if these project types are not available within a CoC, the CoC should conduct an assessment to determine if these project types are needed and work with providers to accommodate the need). Please see Equal Access Rules here: https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/ <i>Optional notes here</i>	Always	Always	Always
Access 4	Admission process is expedited with speed and efficiency	Projects have expedited admission processes, to the greatest extent possible, including helping participants obtain documentation required by funding sources, as well as processes to admit participants regardless of the status of their eligibility documentation whenever applicable. <i>Optional notes here</i>	Always	Always	Always

Access 5	Intake processes are person-centered and flexible	Intake and assessment procedures are focused on the individual’s or family’s strengths, needs, and preferences. Projects do not require specific appointment times, but have flexible intake schedules that ensure access to all households. Assessments are focused on identifying household strengths, resources, as well as identifying barriers to housing that can inform the basis of a housing plan as soon as a person is enrolled in the project.	Always	Always	Always
Optional notes here					
Access 6	The provider/project accepts and makes referrals directly through Coordinated Entry	Projects actively participate in the CoC-designated Coordinated Entry processes as part of streamlined community-wide system access and triage. If these processes are not yet implemented, projects follow communities’ existing referral processes. Referrals from Coordinated Entry are rarely rejected, and only if there is a history of violence, the participant does not want to be in the project, there are legally valid grounds (such as restrictions regarding sex offenders) or some other exceptional circumstance that is well documented.	Always	Always	Always
Optional notes here					
Access 7	Exits to homelessness are avoided	Projects that can no longer serve particular households utilize the coordinated entry process, or the communities’ existing referral processes if coordinated entry processes are not yet implemented, to ensure that those individuals and families have access to other housing and services as desired, and do not become disconnected from services and housing. Households encounter these exits under certain circumstances, such as if they demonstrate violent or harassing behaviors, which are described within agencies’ regulation-adherent policies.	Always	Always	Always
Name		Participant Input Definition / Evidence	Say It	Document it	Do it
Participant Input 1	Participant education is ongoing	Project participants receive ongoing education on Housing First principles as well as other service models employed in the project. In the beginning of and throughout tenancy, participants are informed about their full rights and responsibilities as lease holders, including the potential causes for eviction.	Always	Always	Always
Optional notes here					
Participant Input 2	Projects create regular, formal opportunities for participants to offer input	Input is welcomed regarding the project’s policies, processes, procedures, and practices. Opportunities include involvement in: quality assurance and evaluation processes, a participant leadership/advisory board, processes to formally communicate with landlords, the design of and participation in surveys and focus groups, planning social gatherings, integrating peer specialists and peer-facilitated support groups to compliment professional services.	Always	Somewhat	Somewhat
Optional notes here					



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select “Not at all” or “Sometimes” or "Always". Marking "Always" signifies full compliance for the standard.

Standard		Lease and Occupancy Definition / Evidence	Say It	Document It	Do It
Leases 1	Housing is considered permanent (not applicable for Transitional Housing)	Housing is not time-limited (though rent assistance may be) and leases are automatically renewable upon expiration, except with prior notice by either party. <i>Optional notes here</i>	Always	Always	Always
Leases 2	Participant choice is fundamental	A participant has, at minimum, choices in deciding the location and type of housing based on preferences from a range of housing types and among multiple units, as available and as practical. In project-based settings, participants should be offered choice of units within a particular building, or within the portfolio of single site properties. In projects that use shared housing, i.e. housing with unrelated roommates, participants should be offered choice of roommates, as available and as practical. Additionally, as applicable, participants are able to choose their roommates when sharing a room or unit. <i>Optional notes here</i>	Always	Always	Always
Leases 3	Leases are the same for participants as for other tenants	Leases do not have any provisions that would not be found in leases held by any other tenant in the property or building and is renewable per the participants’ and owner’s choice. People experiencing homelessness who receive help moving into permanent housing should have leases that confer the full rights, responsibilities, and legal protections under Federal, state, and local housing laws. For transitional housing, there may be limitations on length of stay, but a lease/occupancy agreement should look like a lease that a person would have in the normal rental market. <i>Optional notes here</i>	Always	Always	Always
Leases 4	Participants receive education about their lease or occupancy agreement terms	Participants are also given access to legal assistance and encouraged to exercise their full legal rights and responsibilities. Landlords and providers abide by their legally-defined roles and responsibilities. <i>Optional notes here</i>	Always	Always	Somewhat

Leases 5	Measures are used to prevent eviction	Property or building management, with services support, incorporates a culture of eviction avoidance, reinforced through practices and policies that prevent lease violations and evictions among participants, and evict participants only when they are a threat to self or others. Clear eviction appeal processes and due process is provided for all participants. Lease bifurcation is allowed so that a tenant or lawful occupant who is a victim of a criminal act of physical violence committed against them by another tenant or lawful occupant is not evicted, removed or penalized if the other is evicted.	Somewhat	Somewhat	Somewhat
		Optional notes here			
Leases 6	Providing stable housing is a priority	Providers engage in a continued effort to hold housing for participants, even if they leave their housing for short periods due to treatment, illness, or any other temporary stay outside of the unit.	Always	Always	Always
		Optional notes here			
Leases 7	Rent payment policies respond to tenants' needs (as applicable)	While tenants are accountable to the rental agreement, adjustments may be needed on a case by case basis. As necessary, participants are given special payment arrangements for rent arrears and/or assistance with financial management, including representative payee arrangements.	Always	Always	Always
		Optional notes here			



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select “Not at all” or “Sometimes” or “Always”. Marking “Always” signifies full compliance for the standard.

Standard	Services Definition / Evidence	Say it	Document it	Do it
Services 1	<p>Projects promote participant choice in services</p> <p>Participants are able to choose from an array of services. Services offered are housing focused and include the following areas of support: employment and income, childhood and education, community connection, and stabilization to maintain housing. These should be provided by linking to community-based services.</p> <p><i>Optional notes here</i></p>	Always	Always	Always
Services 2	<p>Person Centered Planning is a guiding principle of the service planning process</p> <p>Person-centered Planning is a guiding principle of the service planning process</p> <p><i>Optional notes here</i></p>	Always	Always	Always
Services 3	<p>Service support is as permanent as the housing</p> <p>Service connections are permanently available and accessible for participants in Permanent Supportive Housing. Rapid Re-Housing projects should, at a minimum, be prepared to offer services for up to 6 months after the rental assistance ends. In emergency shelter and transitional housing, services are available as long as the participant resides in the unit or bed – and up to 6 months following exit from transitional housing.</p> <p><i>Optional notes here</i></p>	Always	Always	Always
Services 4	<p>Services are continued despite change in housing status or placement</p> <p>Wherever possible, participants continue to be offered services even if they lose their housing unit or bed (for congregate projects), or if they are placed in a short-term inpatient treatment. Ideally, the service relationship should continue, despite a service hiatus during some institutional stays.</p> <p><i>Optional notes here</i></p>	Always	Always	Always

Services 5	Participant engagement is a core component of service delivery	Staff provide effective services by developing relationships with participants that provide immediate needs and safety, develop trust and common ground, making warm hand-offs to other mainstream service providers, and clearly explain staff roles. Engagement is regular and relationships are developed over time.	Always	Always	Always
		Optional notes here			
Services 6	Services are culturally appropriate with translation services available, as needed	Project staff are sensitive to and support the cultural aspects of diverse households. Wherever possible, staff demographics reflect the participant population they serve in order to provide appropriate, culturally-specific services. Translation services are provided when needed to ensure full comprehension of the project. Projects that serve families with children should have family-friendly rules that allow for different schedules based on work and school hours and have services that allow parents to participate in activities without having to constantly supervise their children themselves (i.e. can use the bathroom or take a shower without their children being in the bathroom with them).	Always	Always	Always
		Optional notes here			
Services 7	Staff are trained in clinical and non-clinical strategies (including harm reduction, motivational interviewing, trauma-informed approaches, strength-based)	Services support a participant’s ability to obtain and retain housing regardless of changes in behavior. Services are informed by a harm-reduction philosophy, such as recognizing that substance use and addiction are a part of some participants' lives. Participants are engaged in non-judgmental communication regarding their behavior and are offered education regarding how to avoid risky behaviors and engage in safer practices.	Always	Always	Always
		Optional notes here			
Standard		Housing Definition / Evidence	Say It	Document It	Do It
Housing 1	Housing is not dependent on participation in services	Participation in permanent and temporary housing settings, as well as crisis settings such as emergency shelter, is not contingent on participating in supportive services or demonstration of progress made on a service plan. Services must be offered by staff, but are voluntary for participants.	Always	Always	Always
		Optional notes here			
Housing 2	Substance use is not a reason for termination	Participants are only terminated from the project for violations in the lease or occupancy agreements, as applicable. Occupancy agreements or an addendum to the lease do not include conditions around substance use or participation in services. If the project is a recovery housing model focused on people who are in early recovery from drugs or alcohol (as outlined in HUD’s Recovery Housing Brief), different standards related to use and subsequent offer of treatment may apply. See HUD's Recovery Housing brief here: https://www.hudexchange.info/resource/4852/recovery-housing-policy-brief/	Always	Always	Always

Optional notes here					
Housing 3	The rules and regulations of the project are centered on participants' rights	Project staff have realistic expectations and policies. Rules and regulations are designed to support safe and stable communities and should never interfere with a life in the community. Participants have access to the project at all hours (except for nightly in and out shelter) and accommodation is made for pets.	Always	Always	Always
Optional notes here					
Housing 4	Participants have the option to transfer to another project	Transfers should be accommodated for tenants who reasonably believe that they are threatened with imminent harm from further violence if the tenant remains in the same unit. Whenever possible, transfers occur before a participant experiences homelessness.	Always	Always	Always
Optional notes here					



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select “Not at all” or “Sometimes” or "Always". Marking "Always" signifies full compliance for the standard.

Standard		Project -Specific Standards	Say It	Document it	Do it
Project 1	Quick access to RRH assistance	A permanent supportive housing project ensures quick linkage to a unit and wrap around services, based on participant needs, preferences, and resource availability. <i>Optional notes here</i>	Always	Always	Always
Project 2	PSH is focused on ending homelessness for those with the most severe barriers to maintaining housing	Participants and staff understand that a primary goal of permanent supportive housing is to end homelessness for people with the most severe service needs and help participants stay housed, regardless of other perceived barriers. <i>Optional notes here</i>	Always	Always	Always
Project 3	Property Management duties are separate and distinct from services/case management	In order to provide clear roles of staff for participants in terms of lease and rules enforcement as well as tenant advocacy, property management and service provider staff should be separate roles. However, they should work together on a regular basis through regular communications and meetings regarding Participants to address tenancy issues in order to preserve tenancy. <i>Optional notes here</i>	Always	Always	Always
		No additional standards <i>Optional notes here</i>			



Housing First Standards: Assessment Summary

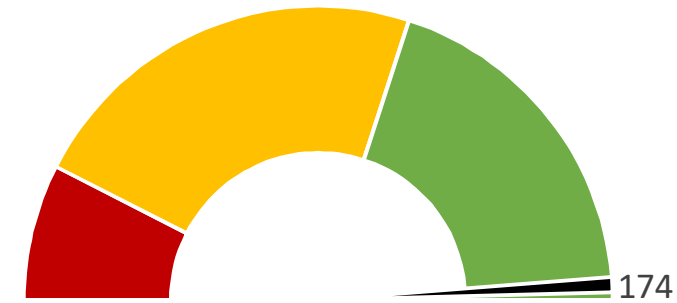
First Presbyterian Church of Dallas DBA The Stewpot
7-Aug-23

Some standards have not been evaluated. Please return and complete all standards before finalizing report.

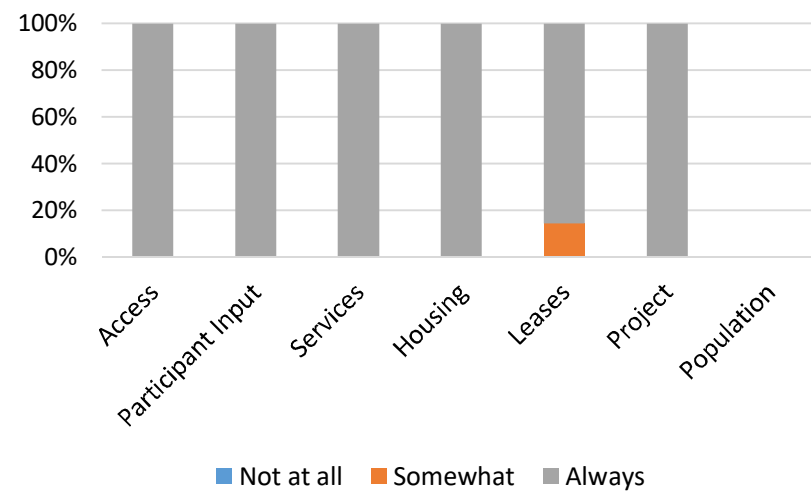
Your score: 174

Max potential score: 180

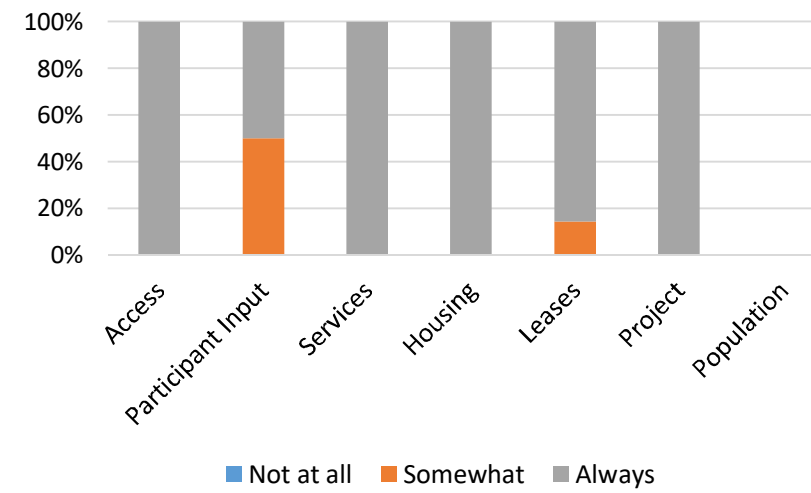
Score is calculated by awarding 1 point for standards answered 'sometimes' and 2 points for standards answered 'always'. Categories that are not applicable for your project are not included in the maximum potential score.



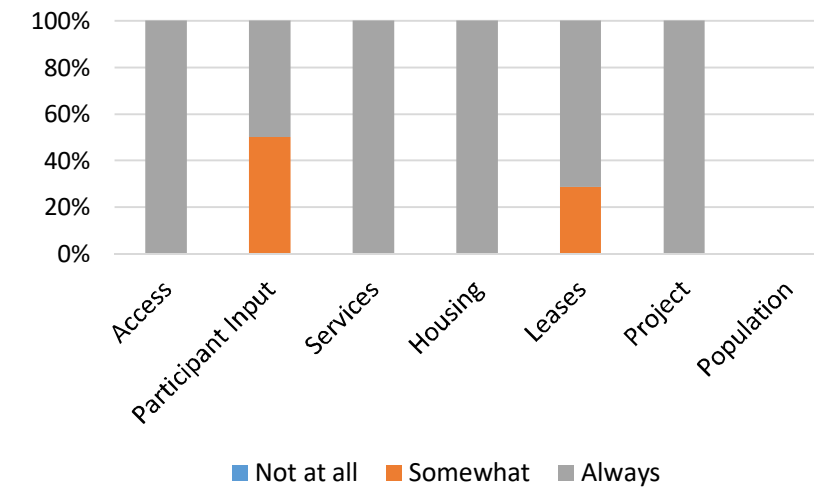
Percentage of Standards "Said"



Percentage of Standards "Documented"



Percentage of Standards "Done"



Project Name: Stewpot - Housing Program PSH					
Project Type	Total Slots		DV Service Only	18+	18-24 Only
PSH	50			X	
US Citizen Required? Legal Status? Permanent Resident?	Family Only	Custody of Children required	Single Only	Veteran Only	VA Eligible Veteran Only
X					
Geography Specific Limitations (specify the details in notes)	Literally Homeless Only	At Risk of Homelessness Allowed	Chronic Homeless Only	SPMI Required	SMI required
			X		
Physical Disability required	Substance Use Disorder required	Frequent User of Jail Required (specify requirements in notes)	Frequent User of ER Required (specify requirements in notes)	Income Under 80% AMI required	Income Under 50% AMI required
					X
No production of methamphetamine on federal prop	Property Specific Background Restrictions (specify requirements in notes)	Income required	Med Compliance required	TB Test required	ID required
	X				

Social Security Card required	Birth Certificate required	Homeless Documentation required	Disability Verification required	CAS Referral required	DD-214 required
		X	X	X	
Income under 30% AMI required	ADA Units Available	HIV+ required	Medicaid required	VI Score XX prioritized	No Lifetime registered Sex Offender
Sobriety Verification required	Income Verification required	Med Compliance Verification required	Willingness to Accept Case Management required	Notes (details from columns; "P", "W", "X", "AH")	Other eligiblity or Documetnation requirements/Other reasons referrals would be denied (specify below)

Web Posting of Local Competition Deadline



- ALL NEIGHBORS COALITION
- COORDINATED ACCESS SYSTEM (CAS)
- HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)
- TRAINING RESOURCES
- FUNDING INFORMATION
- DATA

Annual NOFO

FY 2023 CoC NOFO - Active

HUD has announced the annual Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) for FY2023. As required by HUD, the local CoC will compete for funding through a local funding competition and will be reviewed, ranked, and prioritized by an independent review committee to be included in the community's consolidated application which must be submitted by the local CoC's lead agency, Housing Forward.

FY2023 ANNUAL NOFO APPLICATION:

New and Renewal Project submissions are due no later than **Monday, August 21, 2023 at 9:00pm.**

To prepare for the submission of New and Renewal Project applications under the All Neighbors Coalition Competition, please join us for the **CoC NOFO Orientation on Monday, August 7, 2023, from 9:00am - 10:30am.**

ORIENTATION MEETING LINK



Local Competition Scoring Tool

**FY 2023 CoC Program NOFO
TX-600**

FY2023 NEW PROJECT SCORECARD

Continuum of Care Program Funding Competition

The results of the FY2023 New Project Scorecard will be used by the Independent Review Committee (IRC) as a baseline evaluation and ranking tool for CoC Program allocation decisions. The resulting score will be used in conjunction with the FY2023 Ranking Policy to prioritize projects included in the CoC Consolidated Application and Priority Listing to HUD.

Scoring Procedure

The chart below describes the point distribution for each question included in the New Project Application. All projects will be scored in Amplifund following the criteria listed below.

Effective Program Design			
Q1. Provide a description of the proposed program that addresses the entire scope of the proposed project. (Copy from eSNAPS application Q3B.)			
	Point Distribution	Max Possible Score	Project Score
Applicant provides full detailed scope of the proposed project.		5	
Applicant provided minimal detailed scope of the proposed project.		3	
No details provided.		0	
Q2. Summarize how the type of housing and services proposed will help program participants quickly obtain and retain permanent housing.			
	Point Distribution	Max Possible Score	Project Score
Applicant clearly demonstrates plan for meeting the needs of program participants including experience providing these services successfully.		5	
Applicant demonstrates limited plan and/or experience.		3	
No clear plan OR experience.		0	
Q3. Describe how eligible program participants are supported to remain stably housed.			
	Point Distribution	Max Possible Score	Project Score
Applicant clearly describes plan for meeting the needs of the participants including obtaining benefits, increasing income, community partnerships to support.		5	
Applicant demonstrates limited plan and/or experience.		3	
No clear plan OR experience.		0	
Q4. Explain how the project will utilize a Housing First Approach.			
	Point Distribution	Max Possible Score	Project Score
Applicant clearly demonstrates comprehensive plan and understanding for utilizing and implementing a Housing First Approach.		10	

Applicant demonstrates limited plan or understanding for utilizing and implementing a Housing First Approach	5	
No clear plan or demonstrated understanding of Housing First.	0	
Financial Management Capacity		
Q5. Describe the organization's experience in effectively administering federal funds or other public or private funding.		
Point Distribution	Max Possible Score	Project Score
Applicant clearly demonstrates experience in administering funding.	5	
Applicant demonstrates minimal experience administering funding.	3	
No demonstrated experience.	0	
Q6. Describe how the organization will meet the required matching requirements in a way that best serves the program participants.		
Point Distribution	Max Possible Score	Project Score
Applicant demonstrates ability to meet matching requirements while supporting the program participants.	5	
Applicant's match plan is incomplete.	3	
No clear plan to meet the matching requirements.	0	
Q7. Provide justification for project costs and cost effectiveness.		
Point Distribution	Max Possible Score	Project Score
Applicant fully justifies the costs of the program consistent with the needs and services provided to participants.	5	
Applicant's justification of program costs does not fully describe project costs.	3	
Applicant provides little or no justification of project costs	0	
System Performance		
Q8. Explain how the project will measure effectiveness and contribute to improvements in the CoC's overall system performance.		
Point Distribution	Max Possible Score	Project Score
Applicant clearly demonstrates process for evaluating effectiveness and significant contributions to system performance.	10	

Applicant demonstrates limited process for evaluating effectiveness and minimal contributions to system performance.	5	
No clear evaluation process or contributions to system performance.	0	
Timeliness		
Q9. Describe the organization's plan for prompt implementation of the program.		
Point Distribution	Max Possible Score	Project Score
Applicant clearly demonstrates comprehensive plan to ensure prompt implementation.	5	
Applicant demonstrates limited plan for prompt implementation.	3	
No clear plan.	0	
Racial Equity and Consumer Feedback		
Q10. Describe how the applicant will integrate people with lived experience of homelessness into the design and delivery of services.		
Point Distribution	Max Possible Score	Project Score
Applicant clearly describes how persons with lived experiences of homelessness is integrated or will be integrated into the design and delivery of services.	10	
Applicant partially describes how persons with lived experiences of homelessness is integrated into the design and delivery of services.	5	
No clear description.	0	
Q11. Detail the applicant's strategy to identify and address racial disparities in program outcomes.		
Point Distribution	Max Possible Score	Project Score
Applicant clearly demonstrates significant efforts to identify and reduce disparities.	10	
Applicant demonstrates minimal efforts to identify and or reduce disparities.	5	
No clear strategy.	0	
Q12. Describe how your board and staff reflect the population the project will serve. Attach Board Composition.		
Point Distribution	Max Possible Score	Project Score
The board and staff composition reflects the population served within a 10% variance.	10	

The board and staff composition reflects the population served within a 15-20% variance.	5	
The board and staff do not reflect the population being served.	0	
Q13. How does this program ensure that individuals that identify as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) receive housing and services free from discrimination?		
Point Distribution	Max Possible Score	Project Score
Applicant clearly specifies implementation or plan for implementation of anti-discrimination policies of LGBTQ+ individuals.	10	
Applicant provided minimal specification on implementing anti-discrimination policies of LGBTQ+ individuals.	5	
No clear implementation.	0	
Coordination		
Q14. How will existing organizational partnerships support the integration of program participants into permanent housing?		
Point Distribution	Max Possible Score	Project Score
Applicant fully details existing partnerships that will be used to integrate program participants into housing.	5	
Applicant partially details existing partnerships that will be used to integrate program participants into housing.	3	
No clear details.	0	
Total Points Available	100	

FY 2023 Continuum of Care (CoC) Scorecard						Renewal Projects	
The results of this scorecard will be used as a baseline evaluation tool for renewal projects. Projects who score over threshold in each section will be renewed without conditions. Renewal projects that do not meet the community threshold may be subject to conditional renewal.							
Recipient Name:			Subrecipient Name:				
Project Name:			Component Type:				
Reporting Period:			6/1/2022 - 5/30/2023				
Racial Equity and Inclusion							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Organization's Board and Staff reflect the population served	Renewal Application Response and Attachments	Board and Staff Composition compared to FY2023 PIT Demographics Report	< 10% Variance	10-15% Variance	> 15% Variance		10
Centering Racial Equity	Renewal Application Response	Narrative Response of strategies and successes related to the centering of racial equity	1. Demonstrated Measurable Success from Strategies	2. Implemented Strategies to Address Racial Equity	3. No clear strategy for centering racial equity		#N/A
Participant Feedback	Renewal Application Response	Narrative Response of strategies	1. Demonstrated changes from participant feedback	2. Has a clear participant feedback process	3. No clear process for gathering participant feedback		#N/A
Gender Identities and Sexual Orientation Protections	Renewal Application Response	Narrative Response of Strategies	1. Demonstrated Measurable Success from Strategies	2. Implemented Strategies to Protect LGBTQ+ Individuals	3. No clear strategy for serving LGBTQ+ Individuals		#N/A
Program Performance							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Quarterly Occupancy: Number of Households Served	Bed Utilization Report: Data Warehouse	Average Daily Households / by Units	> 95%	89% - 94%	< 94%		0
Length of Time between Enrollment and Move-In	APR Q22c	Average Length of Time between Program Enrollment and Housing Move-in Date	< 80 days	80-95 days	> 95 days		10
Number of Households served through lease up	APR Q22c	Number of persons moved into housing / Total Persons	> 85%	75% -85%	< 75%		0
Number of Households Increasing ANY income	APR Q19A1 Row 6, Column J	Percent of Persons who accomplished this measure	> 60%	40% - 60%	< 40%		0

Number of Households exiting to Permanent Housing Destinations	APR Q23c	Percentage (Total Number of Stayers + Total Number of Persons Exiting to Permanent Housing Destination)/ (Total Number of Persons Served - Persons Excluded*)	> 70%	55% - 70%	< 55%		0
Implementation of Housing First	Housing First Fidelity Checklist	"Your Score" Self-Assessment of Program	> 173 points	173 points	< 173 points		0
Coordinated Access							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Referral Acceptance Rate	Custom Report	Successful referrals /All referrals, excluding allowable referral denials	> 90%	90%	< 90%		
Length of Time Between Referral and Enrollment	Custom Report	Average Number of Days between Referral and Program Enrollment	< 10 days	10 days	> 10 days		10
Data Quality							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
DQ: Personally Identifiable Information	APR Q6a	Error rate overall score	0%	1-5%	> 5%		10
DQ: Income and Housing: Destination	APR Q6c	Percent Error Column	0%	1-5%	> 5%		10
DQ: Income and Housing: Income at Start	APR Q6c	Percent Error Column	0%	1-5%	> 5%		10
DQ: Income and Housing: Income at Exit	APR Q6c	Percent Error Column	0%	1-5%	> 5%		10
Timeliness – 3 Days or Less	APR A6e	Percentage of data entered in 3 days or less		100%	< 100%		0
Financials							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Grant Spending	Most Recent APR Submitted to HUD	APR Total Expenditures for Last Complete Year / Total Award for Grant Year	> 94%	90 - 94%	< 90%		0
Comments							

	Total Points
	#N/A
	Possible Points
	165
	Final Score
	#N/A



Scored Forms for One Project

**FY 2023 CoC Program NOFO
TX-600**

FY 2023 Continuum of Care (CoC) Scorecard						Renewal Projects	
The results of this scorecard will be used as a baseline evaluation tool for renewal projects. Projects who score over threshold in each section will be renewed without conditions. Renewal projects that do not meet the community threshold may be subject to conditional renewal.							
Recipient Name:		Bridge Steps		Subrecipient Name:		N/A	
Project Name:		RRH		Component Type:		RRH	
Reporting Period:		6/1/2022 - 5/30/2023					
Racial Equity and Inclusion							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Organization's Board and Staff reflect the population served	Renewal Application Response and Attachments	Board and Staff Composition compared to FY2023 PIT Demographics Report	< 10% Variance	10-15% Variance	> 15% Variance	8%	10
Centering Racial Equity	Renewal Application Response	Narrative Response of strategies and successes related to the centering of racial equity	1. Demonstrated Measurable Success from Strategies	2. Implemented Strategies to Address Racial Equity	3. No clear strategy for centering racial equity	3	0
Participant Feedback	Renewal Application Response	Narrative Response of strategies	1. Demonstrated changes from participant feedback	2. Has a clear participant feedback process	3. No clear process for gathering participant feedback	1	10
Gender Identities and Sexual Orientation Protections	Renewal Application Response	Narrative Response of Strategies	1. Demonstrated Measurable Success from Strategies	2. Implemented Strategies to Protect LGBTQ+ Individuals	3. No clear strategy for serving LGBTQ+ Individuals	2	5
Program Performance							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Quarterly Occupancy: Number of Households Served	Bed Utilization Report: Data Warehouse	Average Daily Households / by Units	>94%	89% - 94%	<89%	110%	10
Length of Time between Enrollment and Move-In	APR Q22c	Average Length of Time between Program Enrollment and Housing Move-in Date	< 80 days	80-95 days	> 95 days	51	10
Number of Households served through lease up	APR Q22c	Number of persons moved into housing / Total Persons	> 85%	75% -85%	< 75%	79%	5

Number of Households Increasing ANY income	APR Q19A1 Row 6, Column J	Percent of Persons who accomplished this measure	> 60%	40% - 60%	< 40%	75%	10
Number of Households exiting to Permanent Housing Destinations	APR Q23c	Percentage (Total Number of Stayers + Total Number of Persons Exiting to Permanent Housing Destination)/ (Total Number of Persons Served - Persons Excluded*)	> 70%	55% - 70%	< 55%	76%	10
Implementation of Housing First	Housing First Fidelity Checklist	"Your Score" Self-Assessment of Program	> 173 points	173 points	< 173 points	210	10
Coordinated Access							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Referral Acceptance Rate	Custom Report	Successful referrals / All referrals, excluding allowable referral denials	> 90%	90%	< 90%	100%	10
Length of Time Between Referral and Enrollment	Custom Report	Average Number of Days between Referral and Program Enrollment	< 10 days	10 days	> 10 days	4	10
Data Quality							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
DQ: Personally Identifiable Information	APR Q6a	Error rate overall score	0%	1-5%	> 5%	0%	10
DQ: Income and Housing: Destination	APR Q6c	Percent Error Column	0%	1-5%	> 5%	0%	10
DQ: Income and Housing: Income at Start	APR Q6c	Percent Error Column	0%	1-5%	> 5%	0%	10
DQ: Income and Housing: Income at Exit	APR Q6c	Percent Error Column	0%	1-5%	> 5%	0%	10
Timeliness - 3 Days or Less	APR A6e	Percentage of data entered in 3 days or less		100%	< 100%	100%	5
Financials							
Renewal Evaluation Criteria	Reporting Method	Calculation	Above Threshold	Threshold	Below Threshold	Program Actual	Score
Grant Spending	Most Recent APR Submitted to HUD	APR Total Expenditures for Last Complete Year / Total Award for Grant Year	> 94%	90 - 94%	< 90%	99%	10

Comments	
No Comments Provided	Total Points
	155
	Possible Points
	165
	Final Score
	94%

Notification of Projects Rejected- Reduced

**FY 2023 CoC Program NOFO
TX-600**

From: [Trudy Hernandez](#)
To: [Ellen Magnis \(EMagnis@familygateway.org\)](#); [Cindy Alley](#); [Amanda Dycus](#); [Ta'Cherrie Durant](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Family Gateway
Date: Monday, September 11, 2023 3:13:00 PM
Attachments: [6. Family Gateway RRH.pdf](#)
[image001.png](#)
[8. Family Gateway PSH 18.pdf](#)
[Family Gateway RRH Expansion .pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Ellen Magnis
Family Gateway
1421 W. Mockingbird Ln. Ste. C
Dallas, TX 75247

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: Family Gateway, Inc.

Project Name: FG RRH 2023 Expansion

Associated Grant: N/A

Decision: Rejected

Score: 84%

Tier: N/A

Rank: N/A

Reason for Rejection: The IRC made the difficult decision to reject this project application to ensure Bonus Funding would support the CoC's needs in the most effective way. Utilizing both the CoC Bonus and DV Bonus funding, we were able to apply for 3 new RRH projects that will serve 70 individuals and 80 families. Most of these families will be served through the DV Bonus, and we encourage Family Gateway to apply as subcontractors to this project, if it is awarded.

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Adrienne L.](#); [Tamara M.](#); [Brenda McGee](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Hope Restored Missions
Date: Monday, September 11, 2023 3:29:00 PM
Attachments: [Hope Restored Missions .pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Tamara Monroe
Hope Restored Missions
1947 K. Ave.
Plano, TX 75074

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: Hope Restored Missions

Project Name: Bridge to Hope – Hope Restored Missions **Associated Grant:** N/A

Decision: Rejected **Score:** 71% **Tier:** N/A **Rank:** N/A

Reason for Rejection: The IRC made the difficult decision to reject this project application to ensure Bonus Funding would support the CoC's needs in the most effective way. More than double the amount of funding available was requested through this year's competition. Hope Restored Missions' application had several inconsistencies, making it difficult to understand how the funds would be utilized.

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Maria Machado](#); [kjohnson](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Shared Housing Center
Date: Monday, September 11, 2023 3:20:00 PM
Attachments: [19. Shared Housing Center DV RRH.pdf](#)
[image001.png](#)
[Shared Housing RRH Solutions.pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER

DIRECTOR OF PERFORMANCE MANAGEMENT

M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

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September 11, 2023

Maria Machado
Shared Housing Center, Inc.
4611 Eastside Av.
Dallas, TX 75226

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: Shared Housing Center, Inc.

Project Name: SHC RRH Solutions 2023

Associated Grant: N/A

Decision: Rejected

Score: 79%

Tier: N/A

Rank: N/A

Reason for Rejection: The IRC made the difficult decision to reject this project application to ensure Bonus Funding would support the CoC's needs in the most effective way. More than double the amount of funding available was requested through this year's competition. Utilizing both the CoC Bonus and DV Bonus funding, we were able to apply for 3 new RRH projects that will serve 70 individuals and 80 families. Most of these families will be served through the DV Bonus, and we encourage Shared Housing to apply as subcontractors to this project, if it is awarded.

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [FELICIA FRAZIER](#); nscott@thechocolatemint.org
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - The Mint Foundation
Date: Monday, September 11, 2023 3:30:00 PM
Attachments: [The Mint Foundation .pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Felicia Frazier
The Mint Foundation
1604 Falcon Dr.
DeSoto, TX 75115

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: The Mint Foundation

Project Name: The Chocolate Mint Foundation

Associated Grant: N/A

Decision: Rejected

Score: 0%

Tier: N/A

Rank: N/A

Reason for Rejection: Incomplete application: No esnaps application was submitted, nor attached to the Amplifund application. Additionally, budget request included ineligible costs under the CoC Program. The organization is encouraged to review the competition materials to ensure a successful application in years to come.

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Haphen Muchapondwa](#); [Marlon Chitsa](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice -Transcend STEM
Date: Monday, September 11, 2023 3:27:00 PM
Attachments: [Transcend STEM Housing First Initiative.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

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September 11, 2023

Haphen Muchapondwa
Transcend STEM
320 State Hwy. 121 N. Ste. J207
Coppell, TX 75019

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: Transcend STEM

Project Name: Transcend Housing First Initiative

Associated Grant: N/A

Decision: Rejected

Score: 76%

Tier: N/A

Rank: N/A

Reason for Rejection: The IRC made the difficult decision to reject this project application to ensure Bonus Funding would support the CoC's needs in the most effective way. More than double the amount of funding available was requested through this year's competition.

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee



Notification of Projects Accepted

**FY 2023 CoC Program NOFO
TX-600**

From: [Trudy Hernandez](#)
To: [Traswell Livingston](#); hvanderkarr@aidsdallas.org; [Yolanda Jones](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - AIDS Services of Dallas
Date: Monday, September 11, 2023 3:10:00 PM
Attachments: [5. AIDS Services of Dallas Hillcrest House.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ
SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805
3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**
HOUSINGFORWARDNTX.ORG





September 11, 2023

Traswell C. Livingston III
AIDS Services of Dallas
400 S. Zang Ave.
Dallas, TX 75208

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: PWA Coalition of Dallas, Inc. d/b/a AIDS Services of Dallas

Project Name: Hillcrest House

Associated Grant: TX0059L6T002214

Decision: Accepted

Score: 73%

Tier: 1

Rank: 5

Approved Funding Level: \$1,074,151

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Daniel Roby \(Daniel.Roby@austinstreet.org\)](#); [David Stucker](#); [Jennifer Atchison](#); [Grants](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Austin Street Center
Date: Monday, September 11, 2023 3:18:00 PM
Attachments: [13. Austin Street RRH.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Daniel Roby
Austin Street Center
1717 Jeffries St.
Dallas, TX 75226

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: Austin Street Center

Project Name: Rapid Re-Housing

Associated Grant: TX0545L6T002203

Decision: Accepted

Score: 58%

Tier: 1

Rank: 13

Approved Funding Level: \$1,331,700

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The Independent Review Committee has determined that this project will be conditionally funded for the year based on performance areas identified in the renewal project scorecard. A performance improvement plan should be established with the CoC Lead Agency to support improvement prior to the next funding cycle. FY 2023 applications will begin operating in 2024. Update esnaps proposed dates to 2024-2025 on 1D, Question 17. Double check that 05a units match 4B units.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Dr. David Woody](#); [Jill Gamble](#); tkoruthu@bridgehrc.org; [Rose Kao](#); ajane@bridgehrc.org
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Bridge Steps
Date: Monday, September 11, 2023 3:01:00 PM
Attachments: [1. Bridge Steps RRH.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon Bridge Team,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Dr. David Woody
Bridge Steps
1818 Corsicana St.
Dallas, TX 75201

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Bridge Steps

Project Name: Bridge RRH Renewal Project

Associated Grant: TX0546L6T002203

Decision: Accepted

Score: 94%

Tier: 1

Rank: 1

Approved Funding Level: \$505,075

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: FY 2023 applications will begin operating in 2024. Update esnaps proposed dates to 2024-2025 on 1D, Question 17.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Shreve, Mandy](#); [Carla Cleeton](#); pjohnson@citysquare.org
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - CitySquare TRAC
Date: Monday, September 11, 2023 3:07:00 PM
Attachments: [3. CitySquare OnTRAC THRRH.pdf](#)
[image001.png](#)
[9. CitySquare OnTRAC Permanent Housing.pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

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If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Mandy Shreve
CitySquare TRAC
1610 S. Malcolm X Blvd.
Dallas, TX 75226

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: CitySquare TRAC

Project Name: OnTRAC Dallas TH/RRH

Associated Grant: TX0489L6T002205

Decision: Accepted

Score: 82%

Tier: 1

Rank: 3

Approved Funding Level: \$203,478

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee



September 11, 2023

Mandy Shreve
CitySquare TRAC
1610 S. Malcolm X Blvd.
Dallas, TX 75226

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Applicant Name: CitySquare TRAC

Project Name: OnTRAC Dallas Permanent Housing

Associated Grant: TX0307L6T002212

Decision: Accepted

Score: 67%

Tier: 1

Rank: 9

Approved Funding Level: \$296,225

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Krystal Lotspeich](#); [Marcie Himes](#); [Shannon Davis](#); [Shreve, Mandy](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - CitySquare
Date: Monday, September 11, 2023 3:05:00 PM
Attachments: [10. CitySquare Destination Home.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

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If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Mandy Shreve
CitySquare TRAC
1610 S. Malcolm X Blvd.
Dallas, TX 75226

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Applicant Name: CitySquare

Project Name: Destination Home

Associated Grant: TX0054L6T002215

Decision: Accepted

Score: 67%

Tier: 1

Rank: 10

Approved Funding Level: \$4,714,297

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Ellen Magnis \(EMagnis@familygateway.org\)](#); [Cindy Alley](#); [Amanda Dycus](#); [Ta'Cherrie Durant](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Family Gateway
Date: Monday, September 11, 2023 3:13:00 PM
Attachments: [6. Family Gateway RRH.pdf](#)
[image001.png](#)
[8. Family Gateway PSH 18.pdf](#)
[Family Gateway RRH Expansion .pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

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TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Ellen Magnis
Family Gateway
1421 W. Mockingbird Ln. Ste. C
Dallas, TX 75247

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Family Gateway

Project Name: FG RRH

Associated Grant: TX0548L6T002203

Decision: Accepted

Score: 73%

Tier: 1

Rank: 6

Approved Funding Level: \$363,239

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee



September 11, 2023

Ellen Magnis
Family Gateway
1421 W. Mockingbird Ln. Ste. C
Dallas, TX 75247

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Applicant Name: Family Gateway

Project Name: PSH 18

Associated Grant: TX0285L6T002211

Decision: Accepted

Score: 67%

Tier: 1

Rank: 8

Approved Funding Level: \$327,802

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Mark Porter](#); [Deidre Norville](#); [Isaac Burren](#); [Tonya Warren](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Harmony CDC
Date: Monday, September 11, 2023 3:25:00 PM
Attachments: [24. Harmony CDC RRH.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

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TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Mark Porter
Harmony Community Development Corporation
6969 Pastor Bailey Dr. Ste. 110
Dallas, TX 75237

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Harmony Community Development Corporation

Project Name: Harmony CDC RRH FY2023

Associated Grant: N/A

Decision: Accepted

Score: 83%

Tier: 2

Rank: 24

Approved Funding Level: \$573,219

Funding Source: CoC Bonus

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The organization has been selected for more than their original request, esnaps budgets will need to be updated to reflect. Update description in 3B with correct budget information.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Christina Coultas](#); [Christy Gunter](#); [Gilbert Holguin](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Hope's Door, Inc.
Date: Monday, September 11, 2023 3:03:00 PM
Attachments: [2. Hope's Door, Inc..pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

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TRUDY HERNANDEZ

SHE/HER

DIRECTOR OF PERFORMANCE MANAGEMENT

M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Christina Coultas
Hope's Door, Inc.
860 F. Ave. Ste. 100
Plano, TX 75074

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Hope's Door, Inc.

Project Name: Renewal TH-RRH Project FY2023

Associated Grant: TX0490L6T002205

Decision: Accepted

Score: 82%

Tier: 1

Rank: 2

Approved Funding Level: \$463,628

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? Yes

If yes, reason for reduction: Renewal Projects must apply for an expansion grant to increase funding.

If yes, amount of reduction? \$18,000

Contingencies and Required Corrections in E-SNAPS: FY 2023 applications will begin operating in 2024. Update esnaps proposed dates to 2024-2025 on 1D, Question 17. Update budget information to match the FY2023 Grant Inventory Worksheet (GIW). Rental Assistance = \$381,408; Supportive Services = \$57,220; Admin = \$25,000.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Gina Norman](#); [Anthony Collins](#); [Kelvin Brown](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Housing Crisis Center
Date: Monday, September 11, 2023 3:09:00 PM
Attachments: [4. Housing Crisis Center PHS.pdf](#)
[image001.png](#)
[15. Housing Crisis Center ACE.pdf](#)
[16. Housing Crisis Center VHP.pdf](#)
[17. Housing Crisis Center Home Again.pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER

DIRECTOR OF PERFORMANCE MANAGEMENT

M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Kelvin Brown
Housing Crisis Center
PO Box 141177
Dallas, TX 75214

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Housing Crisis Center

Project Name: Permanent Housing Services

Associated Grant: TX0047L6T002213

Decision: Accepted

Score: 76%

Tier: 1

Rank: 4

Approved Funding Level: \$405,646

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A

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Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee



September 11, 2023

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Dallas, TX 75214

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Applicant Name: Housing Crisis Center

Project Name: Permanent Housing(Family)ACE

Associated Grant: TX0284L6T002211

Decision: Accepted

Score: 48%

Tier: 1

Rank: 15

Approved Funding Level: \$411,334

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The Independent Review Committee has determined that this project will be conditionally funded for the year based on performance areas identified in the renewal project scorecard. A performance improvement plan should be established with the CoC Lead Agency to support improvement prior to the next funding cycle.

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Applicant Name: Housing Crisis Center

Project Name: Veterans Housing Partnership

Associated Grant: TX0068L6T002215

Decision: Accepted

Score: 45%

Tier: 1

Rank: 16

Approved Funding Level: \$517,410

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The Independent Review Committee has determined that this project will be conditionally funded for the year based on performance areas identified in the renewal project scorecard. A performance improvement plan should be established with the CoC Lead Agency to support improvement prior to the next funding cycle.

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September 11, 2023

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Dallas, TX 75214

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Applicant Name: Housing Crisis Center

Project Name: Home Again

Associated Grant: TX0379L6T002208

Decision: Accepted

Score: 36%

Tier: 1

Rank: 17

Approved Funding Level: \$815,902

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The Independent Review Committee has determined that this project will be conditionally funded for the year based on performance areas identified in the renewal project scorecard. A performance improvement plan should be established with the CoC Lead Agency to support improvement prior to the next funding cycle.

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Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Joli Robinson](#); [Mackeshia Brown](#); [Sarah Kahn](#)
Cc: [Carol Lucky](#)
Subject: FY2023 Local CoC Competition Notice - Housing Forward
Date: Monday, September 11, 2023 3:22:00 PM
Attachments: [20. Housing Forward CAS .pdf](#)
[image001.png](#)
[21. Housing Forward HMIS .pdf](#)
[22. Housing Forward DV CAS Bonus.pdf](#)
[23. Housing Forward PSH Pipeline.pdf](#)
[26. Housing Forward DV RRH Bonus .pdf](#)
[27. Housing Forward FY2023 DV Bonus RRH.pdf](#)
Importance: High

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HOUSINGFORWARDNTX.ORG





September 11, 2023

Joli Robinson
Housing Forward
3000 Pegasus Park Ste. 1020
Dallas, TX 75247

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Applicant Name: Housing Forward

Project Name: CAS Renewal 2024

Associated Grant: TX0404L6T002207

Decision: Accepted

Score: Not Scored: System-Wide Service

Tier: 1

Rank: 20

Approved Funding Level: \$332,256

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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Thanks again for your application and ongoing work!

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Carol Lucky
Chair, TX-600 Independent Review Committee



September 11, 2023

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Housing Forward
3000 Pegasus Park Ste. 1020
Dallas, TX 75247

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Applicant Name: Housing Forward

Project Name: HMIS Renewal 2024

Associated Grant: TX0405L6T002207

Decision: Accepted

Score: Not Scored: System-Wide Service

Tier: 1

Rank: 21

Approved Funding Level: \$500,000

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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September 11, 2023

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Applicant Name: Housing Forward

Project Name: DV CAS Bonus

Associated Grant: TX0676D6T002200

Decision: Accepted

Score: Not Scored: System-Wide Service

Tier: 1

Rank: 22

Approved Funding Level: \$352,550

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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September 11, 2023

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Dallas, TX 75247

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Applicant Name: Housing Forward

Project Name: DV RRH Bonus

Associated Grant: TX0068D6T002200

Decision: Accepted

Score: Not Scored: System-Wide Service

Tier: 2

Rank: 26

Approved Funding Level: \$1,484,879

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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Applicant Name: Housing Forward

Project Name: DV RRH Bonus FY2023

Associated Grant: N/A

Decision: Accepted

Score: Not Scored: System-Wide Service

Tier: 2

Rank: 27

Approved Funding Level: \$2,391,661

Funding Source: DV Bonus

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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Applicant Name: Housing Forward

Project Name: PSH Pipeline

Associated Grant: N/A

Decision: Accepted

Score: Not Scored: System-Wide Service

Tier: 1/2

Rank: 23

Approved Funding Level: \$555,247

Funding Source: CoC Bonus

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

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Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Bianca Zamora](#); "[Ikenna Mogbo \(ikenna.mogbo@metrocareservices.org\)](#)"
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Metrocare Services
Date: Monday, September 11, 2023 3:17:00 PM
Attachments: [12. Metrocare Leasing.pdf](#)
[image001.png](#)
[14. Metrocare Safe Haven.pdf](#)
Importance: High

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TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Ikenna Mogbo
Metrocare Services
1345 River Bend Dr. Ste. 200
Dallas, TX 75247

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Applicant Name: Metrocare Services

Project Name: Leasing

Associated Grant: TX0256L6T002210

Decision: Accepted

Score: 64%

Tier: 1

Rank: 12

Approved Funding Level: \$4,113,870

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The Independent Review Committee has determined that this project will be conditionally funded for the year based on performance areas identified in the renewal project scorecard. A performance improvement plan should be established with the CoC Lead Agency to support improvement prior to the next funding cycle.

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Chair, TX-600 Independent Review Committee



September 11, 2023

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1345 River Bend Dr. Ste. 200
Dallas, TX 75247

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Applicant Name: Metrocare Services

Project Name: Safe Haven

Associated Grant: TX0071L6T002215

Decision: Accepted

Score: 58%

Tier: 1

Rank: 14

Approved Funding Level: \$404,065

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The Independent Review Committee has determined that this project will be conditionally funded for the year based on performance areas identified in the renewal project scorecard. A performance improvement plan should be established with the CoC Lead Agency to support improvement prior to the next funding cycle. FY 2023 applications will begin operating in 2024. Update esnaps proposed dates to 2024-2025 on 1D, Question 17.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Maria Machado](#); [kjohnson](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Shared Housing Center
Date: Monday, September 11, 2023 3:20:00 PM
Attachments: [19. Shared Housing Center DV RRH.pdf](#)
[image001.png](#)
[Shared Housing RRH Solutions.pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER

DIRECTOR OF PERFORMANCE MANAGEMENT

M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | Dallas, TX 75247

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September 11, 2023

Maria Machado
Shared Housing Center, Inc.
4611 Eastside Av.
Dallas, TX 75226

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

This letter serves as your official notification of project acceptance or rejection, ranking, and tier placement in the Project Priority Listing to be submitted to HUD with the CoC Consolidated Application. Additionally, this letter provides notification of your project's final approved funding level and/or funding adjustments, and any contingencies or corrections that must be resolved before ranking is formalized in the e-snaps application system.

Applicant Name: Shared Housing Center, Inc.

Project Name: Shared Housing Center DV 2023

Associated Grant: TX0678D6T002200

Decision: Accepted

Score: Not Scored: 1st Year Renewal

Tier: 1

Rank: 19

Approved Funding Level: \$442,734

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: FY 2023 applications will begin operating in 2024. Update esnaps proposed dates to 2024-2025 on 1D, Question 17.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

Applications with contingencies or required corrections will be released in esnaps for final corrections the week of September 11, 2023. All changes described above must be made and the project must be resubmitted in e-snaps by Monday, September 18, 2023 at 11:59pm.

Applications without contingencies or required corrections will NOT be released in e-snaps. These applications are considered complete and ready for submission to HUD with the CoC's Consolidated application.

If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Inshad Abuzaid](#); [Faryal Polani](#); [Celeste Sneeze](#); [Valley Reed](#); mkafeel@tmwf.org
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Texas Muslim Women's Foundation
Date: Monday, September 11, 2023 3:15:00 PM
Attachments: [11. TMWF THRRH.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

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If amendments are needed on your project application, your project has been released back to you in eSNAPS, and must be completed by Monday, September 18, 2023 at 11:59pm. If a performance improvement plan is required, the Performance Management Team at Housing Forward will be in contact with you in October to begin scheduling.

If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Mona Kafeel
Texas Muslim Women's Foundation, Inc.
P.O. Box 863388
Plano, TX 75086

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Texas Muslim Women's Foundation, Inc.

Project Name: TH & RRH Renewal

Associated Grant: TX0518L6T002204

Decision: Accepted

Score: 67%

Tier: 1

Rank: 11

Approved Funding Level: \$293,053

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Brenda Snitzer](#); [Michelle Secours](#); suzannee@thestewpot.org
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - The Stewpot
Date: Monday, September 11, 2023 3:14:00 PM
Attachments: [7. Stewpot PSH.pdf](#)
[image001.png](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

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If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER

DIRECTOR OF PERFORMANCE MANAGEMENT

M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | **Dallas, TX 75247**

HOUSINGFORWARDNTX.ORG





September 11, 2023

Brenda Snitzer
The Stewpot
1822 Young St.
Dallas, TX 75201

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: First Presbyterian Church of Dallas, Texas dba The Stewpot

Project Name: The Stewpot Housing Program

Associated Grant: TX0616L6T002201

Decision: Accepted

Score: 70%

Tier: 1

Rank: 7

Approved Funding Level: \$877,819

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee

From: [Trudy Hernandez](#)
To: [Kimisha Peterson](#); [Verna Jones](#)
Cc: [Carol Lucky](#); [Sarah Kahn](#)
Subject: FY2023 Local CoC Competition Notice - Under 1 Roof
Date: Monday, September 11, 2023 3:19:00 PM
Attachments: [18. Under 1 Roof PSH.pdf](#)
[image001.png](#)
[25. Under 1 Roof RRH 2023.pdf](#)
Importance: High

Good Afternoon,

Thank you so much for submitting your application to the FY2023 CoC Program Competition. We recognize your continued commitment to ending homelessness in our community and are thankful to have partners like you.

The Independent Review Committee (IRC) has completed their reviews of all new and renewal projects submitted in this year's competition. We had a record number of applications this year at 33 applications submitted. With this, the total request amount from new project applications doubled the amount we had available in CoC Bonus Funding, making it a competitive year. The IRC utilized the [FY2023 TX-600 Ranking Policy](#) approved by the CoC Board, to determine rank order. Please see the attached funding notification letter for your submitted project applications which includes next steps and upcoming deadlines.

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If you have any additional questions, please reach out.

TRUDY HERNANDEZ

SHE/HER
DIRECTOR OF PERFORMANCE MANAGEMENT
M:214-790-2805

3000 PEGASUS PARK DR. STE.1020 | Dallas, TX 75247

HOUSINGFORWARDNTX.ORG





September 11, 2023

Verna Jones
Under 1 Roof
5787 Hampton Rd. Ste. 390
Dallas, TX 75232

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Under 1 Roof

Project Name: Permanent Supportive Housing

Associated Grant: TX0677L6T002200

Decision: Accepted

Score: Not Scored: 1st Year Renewal

Tier: 1

Rank: 18

Approved Funding Level: \$606,503

Funding Source: Renewal

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: N/A.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee



September 11, 2023

Verna Jones
Under 1 Roof
5787 Hampton Rd. Ste. 390
Dallas, TX 75232

To Whom it May Concern:

On behalf of the All Neighbors Coalition Independent Review Committee (IRC), thank you for your project application and your commitment to make homelessness rare, brief, and non-recurring in our community. The IRC has completed its reviews of all new and renewal projects submitted in the local FY2023 CoC Program Competition. After careful consideration, and in adherence with CoC and HUD policy requirements for project reviews, the IRC is providing this notification for your project.

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Applicant Name: Under 1 Roof

Project Name: Under 1 Roof RRH 2023

Associated Grant: N/A

Decision: Accepted

Score: 81%

Tier: 2

Rank: 25

Approved Funding Level: \$756,781

Funding Source: CoC Bonus

Is the Approved Funding Level Reduced from the original Request? No

If yes, reason for reduction: N/A

If yes, amount of reduction? N/A

Contingencies and Required Corrections in E-SNAPS: The organization has been selected for more than their original request, esnaps budgets will need to be updated to reflect.

The final approved listing of ranked projects will be posted on the CoC website on or before September 26, 2023.

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If you have any questions, please reach out to Trudy Hernandez, Director of Performance Management with Housing Forward.

Thanks again for your application and ongoing work!

Carol Lucky

Carol Lucky
Chair, TX-600 Independent Review Committee



Local Competition Selection Results

**FY 2023 CoC Program NOFO
TX-600**

FY 2023 TX-600 Local Competition Selection Results

Applicant Name	Project Name	Project Score	Project Rank	Requested Award Amount	Application Status
<u>Tier One Projects</u>					
Bridge Steps	Bridge Steps COC RRH	94%	1	\$ 505,075	Accepted
Hope's Door Inc.	TH- RRH Project	82%	2	\$ 463,628	Accepted
CitySquare	OnTrac Dallas TH-RRH	82%	3	\$ 203,478	Accepted
Housing Crisis Center	Permanent Housing Services	76%	4	\$ 405,646	Accepted
PWA Coalition of Dallas Inc. dba AIDS Services of Dallas	Hillcrest Renewal	73%	5	\$ 1,074,151	Accepted
Family Gateway	FG Rapid Rehousing	73%	6	\$ 363,239	Accepted
First Presebyterian Church of Dallas, dba The Stewpot	The Stewpot Housing Program	70%	7	\$ 877,819	Accepted
Family Gateway	PSH 18	67%	8	\$ 327,802	Accepted
CitySquare	OnTrac Permanent Housing	67%	9	\$ 296,225	Accepted
CitySquare	Destination Home	67%	10	\$ 4,714,297	Accepted
Texas Muslim Women's Foundation	Transitional Housing and Rapid Rehousing Renewal	67%	11	\$ 293,053	Accepted
Metrocare Services	Leasing (Consolidated)	64%	12	\$ 4,113,870	Accepted

Austin Street Center	Rapid Re-Housing	58%	13	\$	1,331,700	Accepted
Metrocare Services	Safe Haven	58%	14	\$	404,065	Accepted
Housing Crisis Center	Permanent Housing (family) ACE	48%	15	\$	411,334	Accepted
Housing Crisis Center	Veterans Housing Partnership	45%	16	\$	517,410	Accepted
Housing Crisis Center	Home Again	36%	17	\$	815,902	Accepted
Under 1 Roof	2023 Permanent Supportive Housing	1st Year Renewal	18	\$	606,503	Accepted
Shared Housing Center	Shared Housing Center DV 2022 RRH	1st Year Renewal	19	\$	442,734	Accepted
Housing Forward	CAS Renewal FY2023	System-Wide Service	20	\$	332,256	Accepted
Housing Forward	HMIS Renewal FY2023	System-Wide Service	21	\$	500,000	Accepted
Housing Forward	DV CAS Bonus FY2023	System-Wide Service	22	\$	352,550	Accepted
Housing Forward	TX-600 PSH Pipeline Project	System-Wide Service	23	\$	222,497	Accepted
Tier Two Projects						
Housing Forward	TX-600 PSH Pipeline Project	System-Wide Service	23	\$	332,750	Accepted
Harmony Community Development Corporation	Harmony CDC RRH FY2023	83%	24	\$	573,219	Accepted

Under 1 Roof	Under 1 Roof RRH 2023	81%	25	\$	756,781	Accepted
Housing Forward	DV RRH Bonus Renewal FY2023	System-Wide Service	26	\$	1,484,879	Accepted
<u>DV Bonus</u>						
Housing Forward	DV Bonus New RRH FY2023	System-Wide Service	27	\$	2,391,661	Accepted
<u>CoC Planning</u>						
Housing Forward	TX-600 CoC Planning	Not Scored	Not Ranked		\$1,195,873	Accepted
<u>Not Selected</u>						
Promise House, Inc.	Wesley Inn	Not Scored	N/A	\$	211,023.00	Voluntarily Reallocated
Family Gateway, Inc.	FG RRH 2023 Expansion	84%	N/A	\$	977,952.00	Rejected
Shared Housing Center	SHC RRH Solutions 2023	79%	N/A	\$	453,814.00	Rejected
Transcend STEM Education	Transcend Housing First Initiative	76%	N/A	\$	200,000.00	Rejected
Hope Restored Missions	Bridge to Hope - Hope Restored Missions	71%	N/A	\$	800,000.00	Rejected
The Mint Foundation	The Chocolate Mint Foundation	0%	N/A	\$	387,000.00	Rejected



HUD's Homeless Data Exchange HDX Competition Report

**FY 2023 CoC Program NOFO
TX-600**

2023 HDX Competition Report

PIT Count Data for TX-600 - Dallas City & County, Irving CoC

Total Population PIT Count Data

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count	4471	4570	4410	4244
Emergency Shelter Total	1,938	2,611	2,451	1815
Safe Haven Total	50	30	46	46
Transitional Housing Total	864	497	533	1199
Total Sheltered Count	2852	3138	3030	3060
Total Unsheltered Count	1619	1432	1380	1184

Chronically Homeless PIT Counts

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of Chronically Homeless Persons	505	792	1009	687
Sheltered Count of Chronically Homeless Persons	326	405	452	306
Unsheltered Count of Chronically Homeless Persons	179	387	557	381

2023 HDX Competition Report

PIT Count Data for TX-600 - Dallas City & County, Irving CoC

Homeless Households with Children PIT Counts

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Households with Children	284	183	251	297
Sheltered Count of Homeless Households with Children	282	183	249	295
Unsheltered Count of Homeless Households with Children	2	0	2	2

Homeless Veteran PIT Counts

	2011 PIT	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Veterans	555	360	370	302	363
Sheltered Count of Homeless Veterans	521	287	298	210	279
Unsheltered Count of Homeless Veterans	34	73	72	92	84

*For CoCs that did not conduct an unsheltered count in 2021, 2020 data were used.

2023 HDX Competition Report

HIC Data for TX-600 - Dallas City & County, Irving CoC

HMIS Bed Coverage Rates

Project Type	Total Year-Round, Current Beds	Total Current, Year-Round, HMIS Beds	Total Year-Round, Current, Non-VSP Beds*	HMIS Bed Coverage Rate for Year-Round Beds	Total Year-Round, Current VSP Beds in an HMIS Comparable Database	Total Year-Round, Current, VSP Beds**	HMIS Comparable Bed Coverage Rate for VSP Beds	Total Current, Year-Round, HMIS Beds and VSP Beds in an HMIS Comparable Database	HMIS and Comparable Database Coverage Rate
ES Beds	2,152	1,571	1,774	88.56%	331	378	87.57%	1,902	88.38%
SH Beds	46	46	46	100.00%	0	0	NA	46	100.00%
TH Beds	1,463	215	1,227	17.52%	165	236	69.92%	380	25.97%
RRH Beds	1,251	1,199	1,199	100.00%	39	52	75.00%	1,238	98.96%
PSH Beds	2,422	2,422	2,422	100.00%	0	0	NA	2,422	100.00%
OPH Beds	1,406	1,406	1,406	100.00%	0	0	NA	1,406	100.00%
Total Beds	8,740	6,859	8,074	84.95%	535	666	80.33%	7,394	84.60%

2023 HDX Competition Report
HIC Data for TX-600 - Dallas City & County, Irving CoC

2023 HDX Competition Report

HIC Data for TX-600 - Dallas City & County, Irving CoC

Notes

*For OPH Beds, this does NOT include any beds that are Current, Non-VSP, Non-HMIS, and EHV-funded.

**For OPH Beds, this does NOT include any beds that are Current, VSP, Non-HMIS, and EHV-funded.

In the HIC, "Year-Round Beds" is the sum of "Beds HH w/o Children", "Beds HH w/ Children", and "Beds HH w/ only Children". This does not include Overflow ("O/V Beds") or Seasonal Beds ("Total Seasonal Beds").

In the HIC, Current beds are beds with an "Inventory Type" of "C" and not beds that are Under Development ("Inventory Type" of "U").

PSH Beds Dedicated to Persons Experiencing Chronic Homelessness

Chronically Homeless Bed Counts	2020 HIC	2021 HIC	2022 HIC	2023 HIC
Number of CoC Program and non-CoC Program funded PSH beds dedicated for use by chronically homeless persons identified on the HIC	1122	1066	1060	975

Rapid Rehousing (RRH) Units Dedicated to Persons in Household with Children

Households with Children	2020 HIC	2021 HIC	2022 HIC	2023 HIC
RRH units available to serve families on the HIC	119	199	187	168

Rapid Rehousing Beds Dedicated to All Persons

All Household Types	2020 HIC	2021 HIC	2022 HIC	2023 HIC
RRH beds available to serve all populations on the HIC	519	1108	1092	1251

2023 HDX Competition Report
HIC Data for TX-600 - Dallas City & County, Irving CoC

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Summary Report for TX-600 - Dallas City & County, Irving CoC

Measure 1: Length of Time Persons Remain Homeless

This measures the number of clients active in the report date range across ES, SH (Metric 1.1) and then ES, SH and TH (Metric 1.2) along with their average and median length of time homeless. This includes time homeless during the report date range as well as prior to the report start date, going back no further than October, 1, 2012.

Metric 1.1: Change in the average and median length of time persons are homeless in ES and SH projects.

Metric 1.2: Change in the average and median length of time persons are homeless in ES, SH, and TH projects.

a. This measure is of the client's entry, exit, and bed night dates strictly as entered in the HMIS system.

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2021	FY 2022	Submitted FY 2021	FY 2022	Difference	Submitted FY 2021	FY 2022	Difference
1.1 Persons in ES and SH	5735	7411	96	79	-17	40	35	-5
1.2 Persons in ES, SH, and TH	6139	8048	100	95	-5	44	41	-3

b. Due to changes in DS Element 3.17, metrics for measure (b) will not be reported in 2016.

This measure includes data from each client's "Length of Time on Street, in an Emergency Shelter, or Safe Haven" (Data Standards element 3.17) response and prepends this answer to the client's entry date effectively extending the client's entry date backward in time. This "adjusted entry date" is then used in the calculations just as if it were the client's actual entry date.

NOTE: Due to the data collection period for this year's submission, the calculations for this metric are based on the data element 3.17 that was active in HMIS from 10/1/2015 to 9/30/2016. This measure and the calculation in the SPM specifications will be updated to reflect data element 3.917 in time for next year's submission.

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2021	FY 2022	Submitted FY 2021	FY 2022	Difference	Submitted FY 2021	FY 2022	Difference
1.1 Persons in ES, SH, and PH (prior to "housing move in")	6653	9437	607	783	176	161	185	24
1.2 Persons in ES, SH, TH, and PH (prior to "housing move in")	6955	10036	596	755	159	164	191	27

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 2: The Extent to which Persons who Exit Homelessness to Permanent Housing Destinations Return to Homelessness

This measures clients who exited SO, ES, TH, SH or PH to a permanent housing destination in the date range two years prior to the report date range. Of those clients, the measure reports on how many of them returned to homelessness as indicated in the HMIS for up to two years after their initial exit.

	Total # of Persons who Exited to a Permanent Housing Destination (2 Years Prior)	Returns to Homelessness in Less than 6 Months		Returns to Homelessness from 6 to 12 Months		Returns to Homelessness from 13 to 24 Months		Number of Returns in 2 Years	
		FY 2022	% of Returns	FY 2022	% of Returns	FY 2022	% of Returns	FY 2022	% of Returns
Exit was from SO	225	16	7%	12	5%	12	5%	40	18%
Exit was from ES	1567	76	5%	30	2%	79	5%	185	12%
Exit was from TH	168	23	14%	9	5%	10	6%	42	25%
Exit was from SH	23	4	17%	1	4%	2	9%	7	30%
Exit was from PH	636	21	3%	17	3%	18	3%	56	9%
TOTAL Returns to Homelessness	2619	140	5%	69	3%	121	5%	330	13%

Measure 3: Number of Homeless Persons

Metric 3.1 – Change in PIT Counts

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FY2022 - Performance Measurement Module (Sys PM)

This measures the change in PIT counts of sheltered and unsheltered homeless person as reported on the PIT (not from HMIS).

	January 2021 PIT Count	January 2022 PIT Count	Difference
Universe: Total PIT Count of sheltered and unsheltered persons	4570	4410	-160
Emergency Shelter Total	2611	2451	-160
Safe Haven Total	30	46	16
Transitional Housing Total	497	533	36
Total Sheltered Count	3138	3030	-108
Unsheltered Count	1432	1380	-52

Metric 3.2 – Change in Annual Counts

This measures the change in annual counts of sheltered homeless persons in HMIS.

	Submitted FY 2021	FY 2022	Difference
Universe: Unduplicated Total sheltered homeless persons	6393	8539	2146
Emergency Shelter Total	5934	7812	1878
Safe Haven Total	82	117	35
Transitional Housing Total	475	749	274

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 4: Employment and Income Growth for Homeless Persons in CoC Program-funded Projects

Metric 4.1 – Change in earned income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	683	1045	362
Number of adults with increased earned income	62	81	19
Percentage of adults who increased earned income	9%	8%	-1%

Metric 4.2 – Change in non-employment cash income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	683	1045	362
Number of adults with increased non-employment cash income	330	314	-16
Percentage of adults who increased non-employment cash income	48%	30%	-18%

Metric 4.3 – Change in total income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	683	1045	362
Number of adults with increased total income	362	370	8
Percentage of adults who increased total income	53%	35%	-18%

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FY2022 - Performance Measurement Module (Sys PM)

Metric 4.4 – Change in earned income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	598	750	152
Number of adults who exited with increased earned income	132	131	-1
Percentage of adults who increased earned income	22%	17%	-5%

Metric 4.5 – Change in non-employment cash income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	598	750	152
Number of adults who exited with increased non-employment cash income	129	147	18
Percentage of adults who increased non-employment cash income	22%	20%	-2%

Metric 4.6 – Change in total income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	598	750	152
Number of adults who exited with increased total income	234	258	24
Percentage of adults who increased total income	39%	34%	-5%

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 5: Number of persons who become homeless for the 1st time

Metric 5.1 – Change in the number of persons entering ES, SH, and TH projects with no prior enrollments in HMIS

	Submitted FY 2021	FY 2022	Difference
Universe: Person with entries into ES, SH or TH during the reporting period.	5728	8288	2560
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	1561	1949	388
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time)	4167	6339	2172

Metric 5.2 – Change in the number of persons entering ES, SH, TH, and PH projects with no prior enrollments in HMIS

	Submitted FY 2021	FY 2022	Difference
Universe: Person with entries into ES, SH, TH or PH during the reporting period.	7302	10098	2796
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	2161	2552	391
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time.)	5141	7546	2405

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 6: Homeless Prevention and Housing Placement of Persons defined by category 3 of HUD's Homeless Definition in CoC Program-funded Projects

This Measure is not applicable to CoCs in FY2022 (Oct 1, 2021 - Sept 30, 2022) reporting period.

Measure 7: Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing

Metric 7a.1 – Change in exits to permanent housing destinations

	Submitted FY 2021	FY 2022	Difference
Universe: Persons who exit Street Outreach	1464	2011	547
Of persons above, those who exited to temporary & some institutional destinations	206	332	126
Of the persons above, those who exited to permanent housing destinations	147	178	31
% Successful exits	24%	25%	1%

Metric 7b.1 – Change in exits to permanent housing destinations

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

	Submitted FY 2021	FY 2022	Difference
Universe: Persons in ES, SH, TH and PH-RRH who exited, plus persons in other PH projects who exited without moving into housing	5005	5812	807
Of the persons above, those who exited to permanent housing destinations	1500	1902	402
% Successful exits	30%	33%	3%

Metric 7b.2 – Change in exit to or retention of permanent housing

	Submitted FY 2021	FY 2022	Difference
Universe: Persons in all PH projects except PH-RRH	3029	3546	517
Of persons above, those who remained in applicable PH projects and those who exited to permanent housing destinations	2926	3286	360
% Successful exits/retention	97%	93%	-4%

2023 HDX Competition Report

FY2022 - SysPM Data Quality

TX-600 - Dallas City & County, Irving CoC

	All ES, SH			All TH			All PSH, OPH			All RRH			All Street Outreach		
	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022
1. Number of non-DV Beds on HIC	1704	1637	2024	845	544	651	2895	2469	3374	381	1036	931			
2. Number of HMIS Beds	1262	1350	1565	164	185	201	2895	2469	3374	381	1036	931			
3. HMIS Participation Rate from HIC (%)	74.06	82.47	77.32	19.41	34.01	30.88	100.00	100.00	100.00	100.00	100.00	100.00			
4. Unduplicated Persons Served (HMIS)	9150	6153	7491	483	475	805	3300	3420	4382	1659	3284	3661	921	1865	2212
5. Total Leavers (HMIS)	8595	5251	5885	357	332	404	390	391	721	723	1834	1987	681	1043	1069
6. Destination of Don't Know, Refused, or Missing (HMIS)	5480	2188	2190	49	44	64	21	35	197	40	739	218	330	671	670
7. Destination Error Rate (%)	63.76	41.67	37.21	13.73	13.25	15.84	5.38	8.95	27.32	5.53	40.29	10.97	48.46	64.33	62.68

2023 HDX Competition Report
FY2022 - SysPM Data Quality

2023 HDX Competition Report

Submission and Count Dates for TX-600 - Dallas City & County, Irving CoC

Date of PIT Count

	Date	Received HUD Waiver
Date CoC Conducted 2023 PIT Count	1/26/2023	

Report Submission Date in HDX

	Submitted On	Met Deadline
2023 PIT Count Submittal Date	4/27/2023	Yes
2023 HIC Count Submittal Date	4/27/2023	Yes
2022 System PM Submittal Date	2/23/2023	Yes



Housing Leveraging Commitments

**FY 2023 CoC Program NOFO
TX-600**



August 30, 2023

To: Dallas and Collin Counties Continuum of Care
From: Dallas County Housing Authority
Re: **Letter of Commitment from Dallas County Health and Human Services**

HUD recently announced the FY 2023 Continuum of Care (CoC) Program Competition. Through this opportunity, HUD will fund efforts to reduce homelessness and improve housing outcomes for households who are highly vulnerable. HUD is encouraging CoCs to partner with housing agencies to maximize homeless assistance funding by leveraging mainstream housing and healthcare resources.

Dallas County Health and Human Services (Dallas County) is currently partnering with the CoC to administer the Emergency Housing Voucher and Housing Choice Voucher programs to ensure participants have access to wrap around supportive services to promote long term housing stability. Dallas County affirms its commitment to expanding permanent housing solutions for people experiencing homelessness.

- The County will utilize its newly established limited preference to **commit 50 vouchers** to be paired with CoC supportive services.
- The vouchers will be used for Housing Forward's Permanent Supportive Housing project being applied for through the FY 2023 CoC Competition. This is a 50-unit PSH project.
- The vouchers will be available in alignment with the ramp up for the project, beginning October 2024.

Dallas County and the CoC are committed to partnering to provide quality housing and supportive services to our unhoused neighbors in our community.

Sincerely,

Philip Huang, M.D., M.P.H.
Director/Health Authority
Dallas County Health and Human Services Department

Healthcare Formal Agreements



To: Dallas and Collin Counties Continuum of Care
From: North Texas Behavioral Health Authority
Date: September 7, 2023
RE: Healthcare Leveraging Commitment

North Texas Behavioral Health Authority (NTBHA) continues to support the Dallas and Collin Counties Continuum of Care (TX-600 CoC) in achieving its mission to end homelessness. This letter affirms NTBHA's commitment to building on its partnership with the CoC by expanding comprehensive healthcare for the **50 participants** of Housing Forward's Permanent Supportive Housing Project selected for the FY 2023 CoC Consolidated Application.

The services to be provided are for participants who need support beyond that provided through the CoC's PSH Integrated Services Teams. This includes providing the following services for all program participants who qualify and choose the services:

- Residential and outpatient substance use disorder (SUD) treatment
- Outpatient Mental Health Treatment
- In Patient Psychiatric Hospitalization
- Prescription medication

The value of the services being provided in kind is projected to total **\$683,869.00 annually, which is more than 25 % of the funding being requested for the new PSH project.** These costs are based on local rates for these services, consistent with the amount paid for services not supported by the proposed project. These healthcare resources will be provided for the life of the grant term, beginning at project start in October 2024.

Eligibility for program participants in the new PSH project will be based on CoC Program fair housing requirements and will not be restricted by the health care service providers.

Through this NOFO, HUD is providing a unique opportunity to expand a coordinated approach to ending homelessness in our community. NTBHA is committed to partnering with the CoC to improve health and housing outcomes for participants in PSH.

Sincerely,

Carol Lucky
Chief Executive Officer