DALLAS COUNTY BEHAVIORAL HEALTH HOUSING WORK GROUP Homeward Bound- 2535 Lone Star Drive Dallas, 75212

December 15, 2021 10:00-11:30am

<u>AGENDA</u>

COVID-19 is hard on all of us but especially hard on our low-income and homeless populations.

Even though we are all doing business differently than before there is value in being able to communicate during these unpredictable times. Thank you for all you are doing and please stay safe.

The Dallas County BH Housing Work Group, with diverse representation, will formulate recommendations on the creation of housing and housing related support services designed to safely divert members of special populations in crisis away from frequent utilization of expensive and sometimes unnecessary inpatient stays, emergency department visits and incarceration.

Success will be measured in placement of consumers in housing and the decreased utilization of higher levels of care (hospitals and emergency care visits) and reduced incarceration in the Dallas County Jail. The Dallas County BH Housing Work Group is committed to a data driven decision-making process with a focus on data supported outcomes.

1. Welcome and Introductions

2. Reports

- a. Governance Commissioner Theresa Daniel
 - Approval of October 27, 2021 minutes
 - Dallas Area Partnership to End and Prevent Homelessness
 - Dallas County Homeless Advisory Committee
 - Federal & State legislative environment
- b. Resources services, programs, people, funds
 - Shelter Discussions
 - NTBHA
 - Housing Navigator / Homeless Jail Dashboard/St Jude Center
 - Housing Authority Report- DHA/DCHA
 - Meadows Mental Health Policy Institute
 - ARPA funds Update

c. Projects and Industry Updates

- Coordinated Access System
- Pretrial Diversion and MH screening
- Dallas Connector
- Homeward Bound, Crisis Residential & Respite Services
- Metro Dallas Youth Committee update
- Family Housing
- Mattingly Report

3. Next Meeting: January 26, 2022

Dallas County Behavioral Health Housing Work Group

Dallas County Administration, 411 Elm Street, 1st Floor, Dallas Texas 75202 October 27, 2021 Minutes

Mission Statement: The Dallas County BH Housing Work Group, with diverse representation, will formulate recommendations on the creation of housing and housing related support services designed to safely divert members of special populations in crisis away from frequent utilization of expensive and sometimes unnecessary inpatient stays, emergency department visits and incarceration.

Success will be measured in placement of consumers in housing and the decreased utilization of higher levels of care (hospitals and emergency care visits) and reduced incarceration in the Dallas County Jail. The Dallas County BH Housing Work Group is committed to a data driven decision-making process with a focus on data supported outcomes.

ATTENDEES: Dr. Theresa Daniel, Commissioner; Deborah Hill, DCCJ; Tzeggabrhan Kidane, Dallas County; Heloise Ferguson, Veteran Affairs; Erin Moore, Dallas County; Jim Mattingly, Luma; Sandy Rollins, Texas Tenants Union; Janie Metzinger, NTBHA; Jari Mema, Catholic Charities; Yvonne Green, Parkland Health and Hospital System; Ashley Flores, Child Poverty Action Lab; Kimberly Rawls, DCCJ; Ashley Brundage, United Way Dallas; Ikenna Mogbo, Metrocare Services; Ann Lott, Inclusive Communities; Edd Eason, CitySquare; Erica McDaniel, Dallas County; Keri Stitt, Youth180TX; Eric McCarty, NTBHA; Constance Lacy, UNT Dallas; Doug Denton, Homeward Bound; Dave Hogan, Homeward Bound; Madeline Reedy, CitySquare; Joli Robinson, MDHA; Ron Stretcher, MMHPI; Thomas Lewis, Dallas County HHS; Yordanos Melake, DCCJ

CALL TO ORDER: The minutes were approved without changes.

GOVERNANCE

North Texas Eviction Project:

A presentation was completed on updates with the eviction filing dashboard by Ashley Flores, Senior Director of Child Poverty Action Lab. Most notable change is adding four counties worth of data to include Dallas, Tarrant, Collin, and Denton. Dallas County goes back the farthest from 2017, Tarrant County from 2020, Collin and Denton from 2019.

New features include the ability to sort geographical areas such as cities, counties, zip codes, and city council districts for the City of Dallas. Demographic data can be changed to display median household income or poverty rate for example. Time frames are adjustable from days, months, and year with an option to customize range. Raw numbers of eviction filings are available and can be shown in density settings such as filings per 1000 renters.

In production to launch late next week is a times series feature with graphs and the capability to pin certain locations like cities and zip codes along with stats. Data are updated once weekly, and upgrades are being made continuously to improve functionality. The website is live now and the link is northtexasevictions.org.

Dallas Area Partnership to End and Prevent Homelessness:

Report available at next meeting, Dallas Area Partnership meeting cancelled and rescheduled for November 18, 2021.

Dallas County Homeless Advisory Committee: Tzeggabrhan Kidane, Commissioner Daniel's Office

The Dallas County Homeless Advisory Committee was held on October 25, 2021. Dr. Philip Huang Director of Dallas County Health and Human Services discussed general Covid updates reporting continuous decrease in numbers as it relates to new cases and hospitalizations. However, there is concern as the holiday season approaches. Although numbers are encouraging, it's too early to relax. Census blocks have been identified and pop-up events continue to be held encouraging vaccinations due to many of those who are still unvaccinated.

Dallas County continues working to purchase property for the Community First Project. Dr. Huang will go for a site visit at the original Communities First Project with Joli Robinson, MDHA and Elizabeth Jordan, Human Impact. Dr. Philip Huang acknowledged there was \$10 million raised by MDHA for the DRTRR project.

While Hepatitis A vaccines are still being made available to the homeless encampments, there continues to be an outbreak in the shelters and the homeless population. An update on the eviction diversion program in which they were able to prevent 96 of pre-eviction cases before formal eviction process was initiated, 73 eviction prevention cases completed, 23 cases in progress, and 584 total interventions. Dallas County HHS lost two navigators and are in the process of filling those positions.

Federal and State Legislative Update: Janie Metzinger, NTBHA

Janie Metzinger reported that the legislature passed Senate Bill 8 dividing out American Rescue Plan Act (ARPA) state funding. There is \$237.8 million to continue construction on a building new state hospital in Dallas on top of the \$47 million appropriated in regular session. The bill also added \$15 million to expand beds for Lubbock psychiatric hospital and \$40 million to build 100 bed facility in Midland/Odessa area. Once the Dallas hospital is completed, next steps for the statewide plan are to rebuild Terrell State Hospital. This will help to get individuals with mental illness appropriate care needed in our region closer to home with less wait times for services and assist with jail diversion and population.

RESOURCES

<u>Shelter Discussions:</u> Dr. Woody/Blake Fetterman Report unavailable.

NTBHA: Eric McCarty

Eric McCarty reported that Tenant Based Rental Assistance (TBRA) has received funding for persons with disability set aside that will be online November 2, 2021. Information has been sent out to providers that they are accepting applications and they will be able to serve about 50-75 households. The waitlist will be open for seven days as they continue to work through a previous waitlist which has been purged to about 15-20 people to contact. There have been very few responses back from those already waitlisted, so their expectancy is to be serving new households. The funding amount looks to be approximately \$1.8 million for Dallas County and on December 7, 2021 about \$19 million for general set aside for different projects but they're unsure of how much will be specific to TBRA. However, additional funds will be available to continue serving outlying counties as well as cities of Addison, Richardson, Desoto, and Rowlett within Dallas County. Although funding is available in these four cities as well as outlying counties, some individuals don't have support in those areas and are not willing to relocate.

Housing Navigator: Kimberly Rawls, Dallas County

Kimberly Rawls reported that 12 county beds are occupied at St. Jude Forest Lane and they are working to fill 1 vacancy that just recently became available. The Frequent Users System Enhancement (FUSE) project data is in the packet with full details. Ms. Rawls reported they are continuing to screen individuals into the program and are working on scheduling releases to enter the program. The Dallas Connector Project provided 18 individuals rides through the FUSE program.

Homeless Jail Dashboard: Kimberly Rawls, Dallas County

The data for the homeless jail dashboard is in the packet in full details. Pages one and two reflect the overall jail population bookins. The overall jail bookins decreased by 125 individuals. The overall homeless population slightly increased. The average length of stay for homeless bookins remained consistent. The offense categories stayed the same except for decreases to the drug and alcohol categories and increases to the holds, sexual offenses, theft, and other offenses categories.

Housing Authority Report: Thomas Lewis / Brooke Etie

Thomas Lewis, Dallas County Housing Agency reported emergency housing vouchers for homeless with 34 individuals searching and 4 that are leased up and received housing. Mr. Lewis commended case managers for making the process easier by gathering information on homeless individuals needed to get them vouchers right away.

Brooke Etie sent an update reporting Dallas Housing Authority (DHA) has been working alongside with Metro Dallas Homeless Alliance (MDHA) to lease up emergency housing vouchers and report making great progress.

Joli Robinson, new President and CEO of MDHA, commented she is overjoyed to hear of the streamlined workflow and thanked everyone for their partnership.

PROJECTS AND INDUSTRY UPDATES

Meadows Mental Health Policy Institute: Ron Stretcher

Ron Stretcher reiterated Janie Metzinger and highlighted information regarding funding for state hospitals. He stated how this will make a huge impact for this region with more resources available to help manage locally.

<u>CARES Act/ARPA Funds:</u> Hector Faulk, Dallas County Report available at next meeting.

Coordinated Access System: Joli Robinson, MDHA

Joli Robinson reported she is working on meeting everyone in-person or virtually. The Dallas Real Time Rapid Rehousing work has been underway. There will be a public facing dashboard that will provide additional information in real time which should be up the first few weeks of November 2021, with more updates will be provided in upcoming meetings. Ms. Robinson provided her email address which is Joli.Robinson@mdhadallas.org.

Pretrial Diversion and Mental Health Screening: Yordanos Melake, Dallas County

Yordanos Melake reported on behalf of Laura Edmonds that the mental health pretrial process continues to go well. They continue to partner with NTBHA on getting individuals released from jail, linked to the community and community services. Ms. Melake acknowledged their continued meetings with the criminal justice system stakeholders to look at the 16.22 process and how they can expand and allow more individuals in the jail to receive mental health screenings.

CitySquare: Madeline Reedy/Edd Eason, CitySquare

Madeline Reedy reported the CitySquare report will be done on a quarterly basis. Ms. Reedy stated they are moving forward with current programming and are underway of closing out some city and HUD grants which have all been renewed.

Edd Eason reported the RMP for the Dallas Connector has been released by the city and Austin Street will be applying as subcontractor of CitySquare. The city renewed funding for an interim period through March 2022 until funds are awarded. CitySquare is one of the nonprofit service providers awarded funds from MDHA for the Rapid Rehousing Initiative that allows them to add eight navigators and housing case managers leveraging 58 of the emergency housing vouchers in months to come.

<u>Dallas Connector:</u> Daniel Roby, Austin Street Report available at next meeting.

Homeward Bound: Dave Hogan, Homeward Bound

Doug Denson reported there hasn't been any new outbreaks of COVID since early September 2021. They are doing well in screening and applying for the ability to complete their own testing and vaccinations in the near future. They're looking into acquiring the J&J vaccination because it'll be very helpful to have the one shot for their clients.

Dave Hogan reported progress with construction to include sheet rock on the walls and passing of inspection for the plumbing and electrical. The exterior part of the walls inside have been insulated for quietness and temperature regulation. They would be glad to arrange for anyone interested in seeing the progress made. There was also a good report received from the general contractors who are staying right on top of progress.

<u>Metro Dallas Youth Committee</u>: Mayra Fierro; Metro Dallas Youth Committee Report available at next meeting.

<u>Family Housing:</u> Ellen Magnis, Family Gateway Report was provided to the group in the meeting packet.

Mattingly Report: Jim Mattingly

Jim Mattingly reported housing is becoming scarcer in the area. Over the quarter, with the multi-family sector, there were 5,223 units delivered and 18,537 absorbed which shows construction is not keeping up with demand. On a year-to-year basis, there were 28,015 units delivered and 45,326 absorbed. Rental rates have increased 14.6% in the DFW area over the last year and 6.8% of that was just in the last quarter which shows an upward trend making finding affordable housing more challenging. The majority of these increases are for newer properties in the northern sector to include Frisco, The Colony, Little Elm, West Plano, McKinney, and Allen that have seen an excess of 20% increase of rent in the last year. Part of this increase is being driven by production being slowed due to labor shortages, supply chain challenges, and material shortages. This has resulted in it taking longer to complete the construction process and deliver housing. Builders are filing fewer building permits because they don't want to start construction before knowing they can complete it which has been part of the problem.

LumaCorp residential is seeing available apartments at an all-time low with very little if anything to lease. There are 50% fewer apartments available today than this time last year.

Landlords are experiencing an increase in delinquent rent. Many of the delinquencies were cured with the help of rental assistance through various funding sources over the summer but once those funds were delivered, individuals began to fall back behind on their rent. They are averaging month end delinquencies of about 5% which is more than double of what they would have experienced before the pandemic which was closer to 2%.

Updates

St. Jude Park Central report to be updated at next meeting.

Commissioner Daniel commented on the relocation of administration across the street to the old records building but unsure of exactly when it would all take place. Discussion of the next meeting being held in early December both inperson and virtual.

Doug Denson offered the use of their new space at the Homeward Bound office building for the next meeting.

Next Meeting: December 15, 2021 Homeward Bound, 2535 Lone Star Drive, Dallas, Texas 75212

St. Jude Project

• The St. Jude staff is working to fill one vacancy.

FUSE Project

November 2021 Jail FUSE Data

Total Clients Triaged for FUSE 2						
Referral Source						
Jail FUSE Navigator Triage	243	NTBHA Living Room Referral	0			
Defense Attorney Referral	7	Shelter/Street FUSE Navigator Referral	9			
Another Referral Source	14	Pretrial Referral	5			
Client Tri	age/Ref	erral Outcomes				
Released to Another Program or Agency8Referral Banned from Shelter						
Client Refused to be interviewed or	3	Client didn't qualify for FUSE	128			
Participate or Interview attempt						
Immigration Hold	1	Client report not being Homeless	2			
Released (i.e. Posted Bond)	32	Qualified referred by Shelters/Street	2			
		Outreach				
FUSE bond denied	0					
Pendi	ing Clie	nt Referrals				
Waiting on info, Waiting on Bond to Post,	87	In Quarantine/Medical/Interview Pending	3			
and pending attorney response						
Total Release	ed from	Jail to FUSE	12			
She	elter As	signment				
Austin Street Center	3	The Bridge	4			
Salvation Army	5	Referred to Street Outreach	0			
Other	0	No Response	0			
Shelter Connection Rate						
Austin Street Center	0	The Bridge	1			
Salvation Army	4	Other	0			
No Response	0	Client Abscond/Did Not Connect	7			
Housed or placed on the Housing Priority List or Info sent to MDHA						

Housing Services for Homeless Criminal Justice-Involved Clients (HSH-CJC) Grant

• Two boarding homes are still awaiting a notice of award response for the Hillcrest grant.

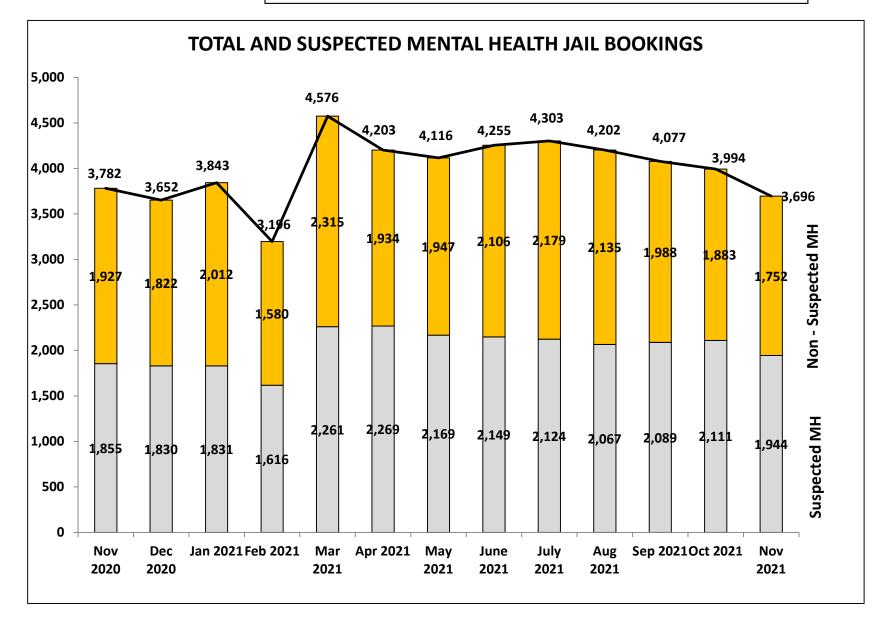
Dallas Connector Project (DCP) Dallas County Client Utilization -

Transport to the NTBHA LR from the Jail and or the LR to the FUSE Shelters

November 2021				
Total Client Activity				
Transported by the Connector	12			

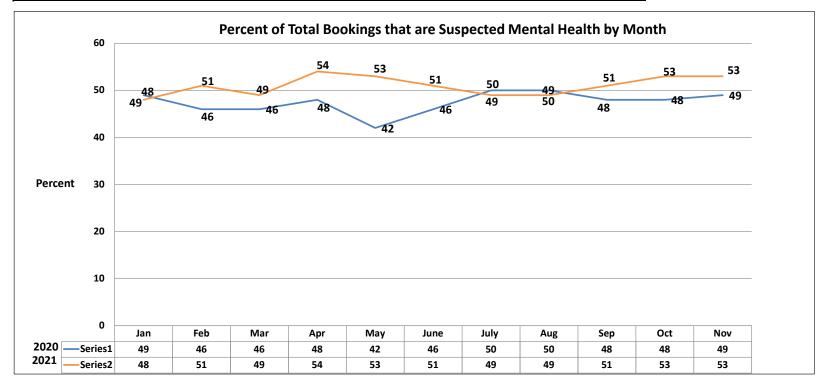
The NTBHA Livingroom (LR) Staff conducted jail releases for individuals going to the Livingroom and Austin Street's report would contain the November 2021 jail data.

Nov 2021 Homeless Report Snapshot



Month-to-Month Category Total Differences

Months	Total Monthly Bookins	Total Suspected MH Bookins
Oct to Nov	3994 to 3696 - Decrease 298	2111 to 1944 - Decrease 167



Homeless Breakdown and Avg LOS - Oct 2021 vs Nov 2021

Month/Yr	Category	Total Bookings	Percent	Percent Note
	Suspected MH	2,111	53%	% of total bookings [3,994]
Oct 2021	Homeless	368	9%	% of total bookings [3,994]
	Homeless w/Suspected MH flag	254	69%	% of total homeless [368]

Month/Yr	Category	Total Bookings	Percent	Percent Note
	Suspected MH	1,944	53%	% of total bookings [3,696]
Nov 2021	Homeless	345	9%	% of total bookings [3,696]
	Homeless w/Suspected MH flag	255	74%	% of total homeless [368]

Month/Yr	Avg LOS Total Bookings [days]	Avg LOS Homeless Bookings [days]
Oct 2021	7	10
Nov 2021	6	9

Homeless Primary Offense Categories - Oct 2021 vs Nov 2021

Offense Categories	Oct 2021 total	Oct 2021 %	Nov 2021 total	Nov 2021 %
Arson	1	0.3%	1	0.3%
Assaultive	39	10.6%	41	11.9%
Burglary	21	5.7%	15	4.3%
Criminal Mischief	6	1.6%	7	2.0%
Criminal Trespass	53	14.4%	50	14.5%
Drug/Alcohol	85	23.1%	70	20.3%
Evading	15	4.1%	9	2.6%
False Info/Fail to Identify	13	3.5%	15	4.3%
Fraud	3	0.8%	4	1.2%
HOLDS	44	12.0%	51	14.8%
Murder	1	0.3%	3	0.9%
Other	23	6.3%	30	8.7%
Prostitution	2	0.5%	1	0.3%
Resist	3	0.8%	9	2.6%
Robbery	12	3.3%	6	1.7%
Sexual Offense	4	1.1%	5	1.4%
Theft	33	9.0%	21	6.1%
UUMV	10	2.7%	7	2.0%
TOTAL	368	100.0%	345	100.0%

HOLDS: Citation/Tickets, Insufficient Bonds/Insufficient Bond Warrants, External Holds (Transfer to another county), and Parole Violations

Other: Offense categories with one or two charge occurrences of monthly bookin totals

(i.e. Terrorist Threats, Child Endangerment, Stalking, etc.)

UUMV: Unauthorized Use of a Motor Vehicle (i.e. Joyriding)

Family Gateway - Access Point Report November 2021

Family Gateway is the MDHA-designated Access Point for families with children experiencing or near homelessness for the Continuum of Care. This report contains:

Call Center Volume – We operate a 24 x 7 call center for families in crisis to answer the MDHA Homeless Crisis Helpline (1-888-411-6802 - option 3 for families with children). This is staffed by our team from 7 AM – 7 PM, with answering service providing pre-screening and triage to shelter (and activation of crisis team and shelter security for incoming) from 7 PM – 7 AM.

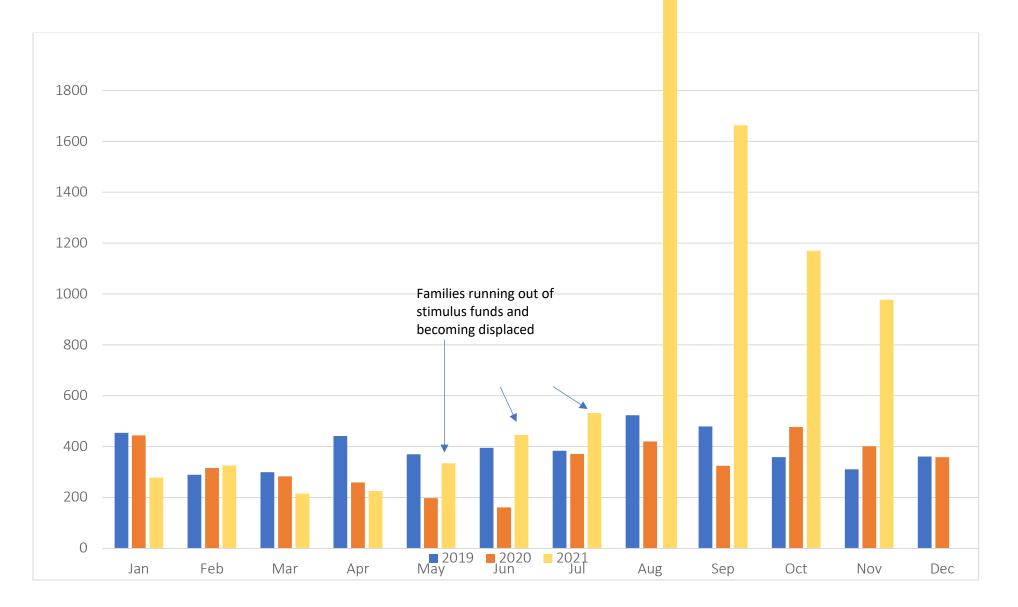
Pre-Screening Results – Every caller/walk-in/website inquirer receives the same pre-screening questions to help us determine the urgency of need so that the appropriate intervention can be matched. Non-urgent callers receive a Resource Packet to connect them to community resources. Those not residing in Dallas or Collin County are directed to 211 for services. Urgent families needing same day care are directed (or brought by Uber at our expense) to the Family Gateway Resource Center for a deeper assessment that includes a Diversion conversation. Diversion in this context means diverting a family from shelter by connecting them to a less intensive and less-expensive intervention, such as landlord mediation for payment plans and removal of late fees for eviction prevention, connection to eviction prevention resources, transportation (bus/train) to confirmed placement with extended family willing to take the family in, deposit + short term rental assistance, etc. If a family requires emergency shelter, we triage them to the appropriate family shelter in our community after confirming placement, to include:

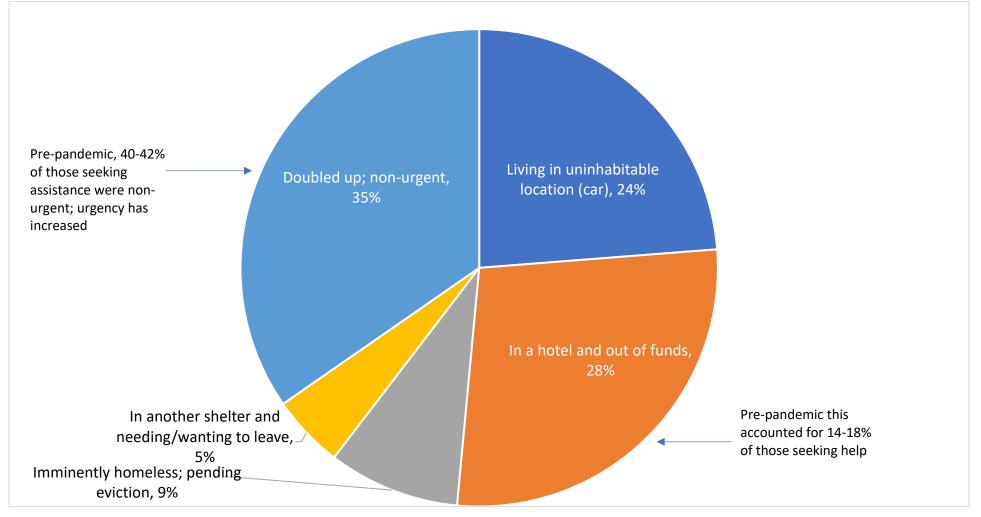
- Family Gateway @ The Salvation Army New integrated family shelter targeting large families (since most are two room "suites" that share a bathroom. 12 large rooms (up to 60 beds). Families placed by Family Gateway; embedded Family Gateway Case Manager on site coupled with Case Aides and other professionals on site at The Salvation Army. We are aiming to leverage the vast onsite resources at this location along with the housing opportunities offered by Family Gateway.
- Union Gospel Mission Center of Hope Single mothers with children; no boys over 12; no prior history of domestic violence or mental illness; requires IDs for all adults and birth certificates for all children (or proof that these have been applied for). Recently re-opened for intake for new families with negative COVID-19 test within 48 hours of entry; require proof that any prescribed medications have been taken consistently for 2 weeks prior to entry. Families are referred to this location and must have interview with UGM staff to determine if appropriate to place. This is not same day access but can sometimes get placed in a number of days or weeks.
- **Dallas Life** Single parents or married couples with kids (if marriage can be proven); requires IDs for all adults and birth certificates for all children (or proof that these have been applied for), immunization records for all children and proof that medications have been taken consistently for 2 weeks prior to entry. Require COVID-19 vaccine for entry or within short stay. We have unfortunately not been able to place families here for almost two years due to the requirements.
- Family Gateway All types of families with children, including unmarried and married couples (opposite or same sex) with children, single parents with children, tri-generational or skipped generation families (such as grandparents raising grandkids), etc. No age restrictions on boys. At least one child needs to be under 18. Exceptions: medically or developmentally dependent children over the age of 18. Will accept pregnant women with no other children if maternity shelter cannot be secured. May enter without IDs and birth certificates.

Hotel overflow – When all family shelters are full or when there is a mismatch of family type to an open shelter room, we overflow into a hotel setting.

Call Center Volume – Note call suppression while stimulus/extra unemployment and ection bans in place during 2020; call volume to start 2021 is lower than normal as eviction bans are extended and new stimulus and unemployme May 2021 as benefits expire and eviction bans lift. Aug 3000+ calls due to announcement of PHA of availability of Emergency Housing Vouchers.

t funding is in place; we saw call volume shift in





Pre-Screening Results to Determine Triage of Most Critical First (2021)

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2019	23	1	2	0	1	1	16	46	23	25	45	81
2020	80	47	53	49	38	33	58	63	56	77	63	68
2021	68	51	59	58	52	84	39*	66	119	100	56	

Hotel Overflow # of Families Served in this Setting in a Given Month

*In July, we began counting the Candlewood space as shelter rather than overflow hotel space.

As of Dec 10, we have 53 families at Family Gateway North (the former Candlewood Suites), 35 families Family Gateway Downtown, and 12 families at Family Gateway @ The Salvation Army. In addition, we currently have 10 additional families in a second hotel space awaiting shelter.

The number of new families needing shelter this year has grown from about 30 new families per month to an average of 60 new families per month, but we saw some decrease in November (only 26 families), which could be attributed to enhanced diversion strategies, heavy community-wide eviction prevention and rental assistance efforts and the availability of the child tax credit to help families stay stabilized.

		Jan										
Key Federal Metrics	Benchmark	2021	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Average length of stay in shelter (days)	30	58	50	45	61	65	68	70	69	65	67	61
Shelter utilization as compared to												
100% capacity	100%	66%*	75%*	78%*	88%*	80%*	96%	98%	100%	100%+	100%+	100%+
% of those who exited from shelter												
who moved to + housing	65%	90%	85%	90%	100%	95%	92%	80%	99%	97%	60%	90%
% of families in housing with increased												
income	20%	52%	62%	59%	34%	54%	65%	59%	56%	52%	62%	58%
% who exit our housing to a												
destination other than homelessness	77%	98%	100%	96%	100%	99%	100%	100%	98%	99%	99%	99%

*Intentional reduction in shelter capacity because of COVID-19 protocols; usage of hotel space for working families.



Administrator: North Texas Behavioral Health Authority	Contract/RSP Number:
Tenant Name:	
Unit Address:	
	Number of Bedrooms:

Landlord Name:Property Name:Landlord Address:Phone:

This Rental Coupon Contract applies only to the above-referenced Tenant household and rental unit.

Assistance under the HOME Tenant-Based Rental Assistance (TBRA) program is not guaranteed. Assistance may be terminated if:

- At any re-examination Tenant's income is greater than the published income limit for the program; or
- Tenant is evicted from the assisted unit; or
- Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate; or
- Funding for the Administrator's HOME TBRA program is terminated.

In the event of termination of TBRA assistance, the Administrator will provide at least thirty (30) days notice to Tenant.

Inspector's Certification:

As authorized representative of the above-referenced Administrator, I hereby certify that the above-referenced rental unit has been inspected in accordance with requirements of Texas Department of Housing and Community Affairs (TDHCA) and the United States Department of Housing and Urban Development (HUD). The rental unit complies with Housing Quality Standards (HQS) and will provide a decent, safe, and sanitary living environment for Tenant. I further certify that all inspection documentation and HQS verifications are retained in Administrator's records in accordance with TDHCA requirements.

Signature of Inspector

Date of Inspection Approval



A. Term of Contract

1. The term of this Rental Coupon Contract begins on ____/ ____ and ends on ____/ ____.

B. Security Deposit

- 1. Administrator will pay a Security Deposit to Landlord in the amount of \$_____.
- Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated _____/ ____. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
- 3. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
- 4. Landlord will immediately notify Administrator when Tenant has moved from the rental unit.

C. Utility Deposit

- 1. Administrator will pay a Utility Deposit to the utility provider in the amount of \$ ______.
- 2. The utility provider will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the utility provider may use the Utility Deposit as reimbursement for amounts owed to utility provider. After deducting the amounts owed, the utility provider will promptly refund the full amount of any remaining Utility Deposit balance to Tenant.

D. Rent and Amounts Payable by Tenant and Administrator

1. Contract Rent: The monthly rent payable to Landlord for the term of this Rental Coupon Contract is

\$_____.

- 2. Rent Adjustments: With no less than sixty (60) days notice to Tenant and Administrator, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Coupon Contract. The proposed rent may be rejected by either Tenant or Administrator. Tenant may reject the proposed rent by providing both Landlord and Administrator with a written thirty (30) day Notice of Intent to Vacate. Administrator may reject the proposed rent by providing both Landlord and Coupon Contract.
- 3. Tenant Payment: Initially, and until such time as both Landlord and Tenant are notified by Contract

Administrator, Tenant's share of the **Contract Rent** will be **\$_____**.

4. Utility Subsidy: The monthly Utility Reimbursement determined for Tenant will be

\$_____.

5. HOME Subsidy Payment to Landlord: Initially, and until such time as both Landlord and Tenant are notified by Administrator, Contract Administrator's share of the Contract Rent (rent payable to landlord) subsidy will be \$______. Neither Administrator nor Texas Department of Housing and Community Affairs (TDHCA) nor the United States Department of Housing and Urban Development (HUD) assumes any obligation for Tenant's rent or for payment of any claim by Landlord against Tenant. Administrator's



obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Coupon Contract.

- 6. Payment Conditions. The right of Landlord to receive payments under this Rental Coupon Contract will be subject to compliance with all the provisions of the Rental Coupon Contract. Landlord will be paid under this Rental Coupon Contract on or about the first day of the month for which the payment is due. Landlord agrees that the endorsement on the check will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:
 - (a) The rental unit is in decent, safe, and sanitary condition in compliance with Housing Quality Standards (HQS) and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease; and
 - (b) The Contract unit is leased to and occupied by Tenant; and
 - (c) Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Coupon Contract; and
 - (d) To the best of Landlord's knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

E. Housing Quality Standards (HQS) and Landlord-Provided Services

- 1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 CFR Section 982.401, Housing Quality Standards (HQS), and provide all of the services, maintenance and utilities agreed to in the Lease.
- 2. Administrator and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with HQS, and that required maintenance, services and utilities are provided.
- 3. If Administrator and/or TDHCA determine that Landlord is not meeting these obligations, Administrator and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of Administrator's share of the rent and/or terminate this Rental Coupon Contract.

F. Lead-Based Paint

- 1. All housing constructed before 1978 is affected by Lead-Based Paint (LBP) regulations.
- 2. Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet "Protect Your Family From Lead in Your Home" (TDHCA Appendix A-16 Lead-Based Paint, available in English and Spanish).
- Disclosure: Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" (TDHCA Form 12.02 Lessor Disclosure of Lead-Based Paint, available in English and Spanish) and obtaining Tenant's initials and signature(s) in the appropriate sections.

G. Termination of Tenancy

 Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify Contract Administrator in writing when eviction proceedings are begun. Landlord will provide Administrator with a copy of the required notices to Tenant.

H. Fair Housing Requirements

TDHCA - HOME Investment Partnerships Program TBRA Rental Coupon Contract



- Non-discrimination. Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, handicap, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, the United States Department of Housing and Urban Development, and Administrator, any of which will be entitled to effect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
- 2. Cooperation in Quality Opportunity Compliance Reviews. Landlord will comply with Administrator, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

I. Administrator and HUD Access to Landlord Records

- 1. Landlord will provide any information pertinent to this Rental Coupon Contract which Administrator, TDHCA, or HUD may reasonably require.
- 2. Landlord will permit Administrator, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Coupon Contract.

J. Rights of Administrator if Landlord Breaches the Rental Coupon Contract

- 1. Any of the following will constitute a breach of this Rental Coupon Contract:
 - (a) If Landlord has violated any obligation under this Rental Coupon Contract; or
 - (b) If Landlord has demonstrated any intention to violate any obligation under this Rental Coupon Contract; or
 - (c) If Landlord has committed any fraud or made any false statement in connection with this Rental Coupon Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.
- 2. Administrator's rights and remedies under this Rental Coupon Contract include recovery of overpayments, termination or reduction of payments, and termination of the Rental Coupon Contract. If Administrator determines that a breach has occurred, Administrator may exercise any of its rights or remedies under this Rental Coupon Contract. Administrator will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by Administrator to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
- 3. Any remedies employed by Administrator in accordance with this Rental Coupon Contract will be effective as provided in a written notice by Administrator to Landlord. Administrator's exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time

K. Administrator's Relation to Third Parties

- 1. Administrator does not assume any responsibility for, or liability to, any person injured as a result of Landlord's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.
- 2. Landlord is not the agent of Administrator and this Rental Coupon Contract does not create any relationship between Administrator and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Coupon Contract.



3. Nothing in this Rental Coupon Contract will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Coupon Contract or to assess any claim against HUD, Administrator, or Landlord under this Rental Coupon Contract.

L. Conflict of Interest Provision

1. No employee of Administrator who formulates policy or influences decisions with respect to the HOME TBRA program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the HOME TBRA program, will have any direct or indirect interest during this person's tenure or for one year thereafter, in this Rental Coupon Contract or in any proceeds or benefits arising from the Rental Coupon Contract or to any benefits which may arise from it.

M. Transfer of the Contract

1. Landlord will not transfer this Rental Coupon Contract in any form.

N. Entire Agreement: Interpretation

- 1. This Rental Coupon Contract contains the entire agreement between Landlord and Administrator. No changes in this Rental Coupon Contract will be made except in writing signed by both Landlord and Administrator.
- 2. This Rental Coupon Contract will be interpreted and implemented in accordance with HUD requirements

O. Warranty of Legal Capacity and Condition of Unit

- 1. Landlord warrants:
 - (a) The rental unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109 and in compliance with HQS; and
 - (b) Landlord has the legal right to lease the dwelling unit covered by this Rental Coupon Contract during the Rental Coupon Contract term.
- 2. The party, if any, executing this Rental Coupon Contract on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

NOTICE TO TBRA APPLICANTS:

• To be eligible to receive rental assistance through the HOME TBRA Program, Applicant must participate in a self-sufficiency program which is authorized and/or conducted by the Administrator.

• Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months per Rental Coupon Contract. Additional assistance may be available up to a lifetime maximum of sixty (60) months contingent on funding availability and household's placement on a Section 8 Housing Choice Voucher waiting list.

_____ (Applicant's Initials)



Signature of Tenant		Date
Signature of Tenant	-	Date
Signature of Tenant	-	Date
Signature of Landlord	-	Date
Signature of Administrator	-	Date

WARNING: Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.



Administrator: North Texas Behavioral Health Authority	Contract/RSP Number:				
Administrator Address: 8111 LBJ FWY #900 Dallas, TX, 75251	Phone: (214) 366-9407				
Tenant Name:					
Unit Address:	Number of Bedrooms:				
Landlord Name:					
Landlord Address:	Phone:				

Purpose of this form: This form serves as a request by Tenant and Landlord for Administrator to inspect the rental unit selected for occupancy by Tenant. This form must be completed and signed by both Landlord and Tenant.

Instructions to Tenant: By signing this form, you are requesting Administrator to inspect the rental unit you selected in order to ensure that it complies with federal Housing Quality Standards (HQS).

DO NOT SIGN A LEASE UNTIL ADMINISTRATOR HAS INSPECTED AND APPROVED THE SELECTED UNIT.

Instructions to Landlord: By signing this form, you are consenting to inspection of your rental unit by Administrator to ensure its compliance with Housing Quality Standards. Administrator is not responsible for payment of any portion of the rent prior to inspection and approval of the rental unit, and execution of the HOME Rental Coupon Contract, Lease, Lease Addendum, and other forms as required by Texas Department of Housing and Community Affairs (TDHCA). Please complete and sign Page 2 of this form, attach a copy of the proposed Lease, and return to Administrator. You will be contacted by Administrator to arrange a time for inspection of the rental unit.

1. Type of Unit:

Single family dwelling Multi-family (apartment community) Manufactured Housing Duplex

2. Year Constructed: _____

3. Most recent monthly rent charged for unit: \$______.

4. Did the most recent rent of	arged for this unit include the same utilities and/or appliances being provided to t	he
proposed assisted Tenant?	Yes No	



REQUEST FOR UNIT APPROVAL

Tenant Based Rental Assistance (TBRA)

5. Fill out the following chart completely:

Description of Utility or Appliance	Fuel Type	Provided By	
Heating		Landlord Tenan	t
Electricity	N/A	Landlord Tenan	t
Hot Water		Landlord Tenan	t
Water	N/A	Landlord Tenan	t
Refrigerator	N/A	Landlord Tenan	t
Stove / Range		Landlord Tenan	t

Landlord's Certification: By signing below, Landlord authorizes Contract Administrator to inspect the abovereferenced rental unit selected by Tenant. Landlord has read, understands and accepts the terms of TDHCA's Lease Addendum.. Landlord certifies that: (1) the information provided on this form is accurate and true; and (2) this unit is made available, managed, and operated without regard to Tenant's race, color, national origin, religion, gender, handicap, or familial status.

Signature of Landlord

Tenant's Request for Approval: By signing below, Tenant requests that Contract Administrator inspect Landlord's rental unit to ensure its compliance with Housing Quality Standards. Tenant understands that no rental assistance will be provided by Contract Administrator until the rental unit is inspected and approved, and all required documentation is completed and signed in accordance with TDHCA policy.

Signature of Tenant

Date

Date

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711 Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.state.tx.us Web: www.tdhca.state.tx.us

TBRA Update

Our new contracts for TBRA are in place and we have already received approvals. Approved applicants are having a very difficult time locating properties that work with voucher type programs. This is being forwarded to members of the housing workgroup in hopes of obtaining information on properties that I could possibly refer approved applicants. We are getting approvals at a very steady rate and I would hate for individuals to be disapproved because they are unable to find units. A bit of information on how the TBRA program works is as follows:

- a. The program is designed to pay up to 2X's contract rent for security deposits on the tenant's behalf
- b. The program will pay a percentage of rental subsidy based on tenants income. (many of those approved are at ZERO income so NTBHA will pay full subsidy)
- c. The program will pay up to \$300 for utility deposits on tenant's behalf
- d. The lease contract will be executed by property owner/manager and tenant. NTBHA only serves as a financial obligor and advocate where necessary.
- e. The only expectation is that properties provide "fair housing" to tenants and treat them as any other tenant on the property.

Note: The attached documents must be executed by tenant, property representative, and administrator (NTBHA). If property representatives are willing to execute the documents, we welcome them to partner with us in providing this wonderful opportunity.



Administrator: North Texas Beavioral Health Authority	Contract/RSP Number:
Administrator Address: 8111 LBJ FWY #350, Dallas, TX 75251	Phone: (214) 366-9407
Tenant Name:	
Rental Unit Address:	Number of Bedrooms:
Landlord Name:	
Landlord Address:	Phone:

Purpose of Lease Addendum. Tenant has been approved to receive rental assistance under the HOME Investment Partnerships (HOME) Program for Tenant-Based Rental Assistance (TBRA) administered by Administrator. The lease for the above-referenced rental unit is hereby amended to include the provisions of this Lease Addendum, as follows:

- 1. **Conflict with Other Provisions of the Lease.** In the event of any conflict between the provisions of this Lease Addendum and any sections of the lease, the provisions of this Lease Addendum prevail.
- 2. **Terms of Lease.** The rental term of the lease begins on: _____/ ____ and continues until the Lease is terminated by Landlord in accordance with applicable state and local laws, or the lease is terminated by Tenant in accordance with the lease.
- 3. **TBRA Payment.** Administrator will pay the approved TBRA rental subsidy directly to Landlord to be credited by Landlord toward the monthly rent payable by Tenant. Any remaining balance of the monthly rent amount will be paid by Tenant directly to Landlord.
- 4. **Security Deposit.** Administrator has paid \$_____ directly to Landlord to be held as a security deposit on behalf of Tenant.
 - A. Landlord will hold the security deposit during the period Tenant occupies the rental unit. Landlord will comply with state and local laws regarding interest earned on security deposits.
 - B. After Tenant has vacated the rental unit, Landlord may use the security deposit as reimbursement for unpaid rent or toward any other amounts payable by Tenant under the lease, in accordance with state and local laws. Landlord will provide Tenant a written list specifying all damages, items, and amounts charged against the security deposit. Any security deposit amount remaining after the reimbursement to Landlord has been deducted shall be promptly refunded directly to Tenant.
- 5. **Termination of Tenancy.** Landlord may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy. Landlord must notify Administrator within 30 days of termination of tenancy.



6. **Utilities and Appliances.** Utilities and appliances are provided as indicated in the following table:

Description of Utility	Included in Rent?		Paid for by:		
Heating (specify type) (utility cost only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Air Conditioning (utility cost only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Cooking (specify type) (utility cost only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Other Electric (lighting, small appliances, electronic devices, etc.)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Water Heating (specify type) (utility cost only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Water (utility cost only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Sewer (utility cost only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Trash Collection) (utility cost only	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Electric Fee (if applicable)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Gas Fee (if applicable)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Description of Appliance	Included in Rent?		Included in Rent? Provided by:		ed by:
Range (appliance only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Refrigerator (appliance only)	🗌 Yes	🗌 No	Landlord	🗌 Tenant	
Other:	🗌 Yes	🗌 No	Landlord	🗌 Tenant	

7. **Household Members.** ALL Household members, including children, authorized to live in this rental unit are listed below. Tenant may not permit other persons to join the household without notifying Administrator and obtaining Landlord's permission.

1.	5.
2.	6.
3.	7.
4.	8.

8. Housing Quality Standards. Landlord will maintain the rental unit, common areas, equipment, facilities, and appliances in safe, decent, and sanitary condition as determined by Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS).



- 9. **Prohibited Lease Provisions.** The Lease may not include provisions prohibited by local, state, or federal law. Landlord will comply with the following tenant protections:
 - A. *Confession of Judgment*. Landlord may not require Tenant to consent to be sued, to admit guilt, or to accept or acknowledge a judgment in favor of Landlord in a lawsuit brought in connection with the lease.
 - B. *Treatment of Property*. Landlord may not require Tenant to agree that Landlord may take or hold Tenant's property, or sell such property without notice to Tenant and a court decision on the rights of the parties.
 - C. *Excusing Landlord from Responsibility*. Landlord may not require Tenant to excuse Landlord or Landlord's agent from his/her legal responsibility for any action or failure to act, whether intentional or negligent.
 - D. *Waiver of Legal Notice*. Landlord may not require Tenant to agree that Landlord may institute a lawsuit without notice to Tenant.
 - E. *Waiver of Court Proceedings for Eviction*. Landlord may not require Tenant to agree that Landlord may evict Tenant and/or members of Tenant's household prior to:
 - 1) The initiation of civil court proceedings in which Tenant has the opportunity to present a defense; or
 - 2) The receipt of a decision by the court on the rights of the parties.
 - F. *Waiver of Jury Trial*. Landlord may not require Tenant to authorize Landlord to waive Tenant's right to a trial by jury.
 - G. Waiver of Right to Appeal Court Decision. Landlord may not require Tenant to authorize Landlord to waive Tenant's right to appeal a court decision or waive Tenant's right to sue to prevent a judgment from being put into effect.
 - H. *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit*. Landlord may not require Tenant to agree to pay attorney fees or other legal costs in the event Landlord files civil suit.
 - I. *Mandatory supportive services.* Landlord may not require agreement by Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- 10. **Non-Discrimination.** Landlord will not discriminate against Tenant in the provision of services, or in any other manner, on the basis of race, color, national origin, religion, gender, disability, or familial status.
- 11. Violence Against Women Act (VAWA): Landlord will comply with the following protections as established by VAWA:
 - A. Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.



- B. Landlord may not consider criminal activity directly relating to abuse engaged in by a member of Tenant's household or any guest or other person under Tenant's control as cause for termination of assistance, tenancy, or occupancy rights if Tenant or an immediate member of Tenant's family is the victim or threatened victim of that abuse.
- C. Landlord may request in writing that the victim, or a household member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
- 12. Notice to Tenants. In order to remain eligible to receive rental assistance under the HOME TBRA Program, all tenants must participate in a self-sufficiency program which is authorized and/or conducted by Administrator. Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months per TBRA Contract or Household Commitment Contract (HCC), as applicable, with a lifetime maximum of sixty (60) months. Do not enter into a lease agreement unless the rental unit has been inspected for compliance with HQS requirements and approved by Administrator.

Signature of Tenant 1	Date	Signature of Tenant 2	Date
Signature of Tenant 3	Date	Signature of Tenant 4	Date
Signature of Landlord	Date		

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.



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