



REQUEST FOR PROPOSALS

DATE OF ISSUE: August 15, 2018

TO: Potential Providers of Services

RE: **Request for Proposals (“RFP”) to Provide Case Management & Wrap-Around Services to Current and Incoming Family Self-Sufficiency Participants**

Quick Reference

	Date	Time
Deadline to submit questions about this RFP:	August 29, 2018	4 PM Eastern (Detroit, MI)
Anticipated date Authority will post answers to questions:	September 5, 2018	
Proposal deadline:	September 19, 2018	4 PM Eastern (Detroit, MI)
Anticipated contract begin date:	January 1, 2019	

I. Services Sought by Authority

The Michigan State Housing Development Authority Rental Assistance and Homeless Solutions Division (“Authority”) is seeking independent contractors to provide case management and wrap-around services to current and incoming Family Self-Sufficiency (FSS) participants.

Bidders must identify in their proposals what county or counties they are interested in serving.

II. Contents of this RFP

RFP Section	Description	Bidder Instructions
Overview	FSS Services Sought	Informational
Exhibit A	Notices to Bidders	Informational
Exhibit B	Submission & Selection	Informational
Exhibit C	Proposal Format	Complete and Submit
Exhibit D	Certificate of Key Persons	Complete and Submit
Exhibit E	Security Requirements	Informational
Exhibit F	Performance Measures	Informational
Exhibit G	Regions Map	Informational
Exhibit H	FSS Guidelines	Informational

III. Overview

The Michigan State Housing Development Authority Rental Assistance and Homeless Solutions Division (“the Authority”) is seeking independent contractors to provide case management and wrap-around services to current and incoming Family Self- Sufficiency (FSS) participants.

The Authority manages the Housing Choice Voucher (HCV) Program in all 83 Michigan counties. Participation in the FSS program is voluntary and offered to all Authority HCV participants in the represented areas.

The FSS and HCV Programs are funded by the United States Department of Housing and Urban Development (HUD). The continuation of these programs is based on available funding and adherence to Federal requirements for the proper management of these programs.

IV. Objectives, and Tasks & Activities.

A. Objectives. To successfully perform the services described in Section I above, the selected independent contractor must satisfy the following objectives:

1. Provide case management and wrap-around services to the FSS Head of Household (HOH) and other participating adult household members.
2. Complete an Individual Training and Services Plan (ITSP), as required by HUD, for each participating adult household member enrolled in the FSS Program.
3. Assist the participating adult household member(s) in completing HUD and Authority requirements for successful completion of the FSS Program.

B. Tasks & Activities. To achieve the objectives, the selected independent contractor must perform the following tasks and activities:

1. **FSS Program Contract of Participation (HUD-52650; “FSS Program Contract”) Enrollment**

- a. The Authority FSS staff will provide the selected independent contractor with a copy of the FSS participant’s enrollment packet consisting of the: executed FSS Program Contract between the Authority and the FSS participant, Certification of Income (FSS-107), and the original FSS Application (FSS-322).
- b. The selected independent contractor must contact the FSS participant to schedule the initial briefing.
 - i. Contact can be made by phone, letter on their agency letterhead, or the Briefing 1st Notice (FSS-1634).
 - ii. All contact attempts must be documented in case notes.
- c. The initial briefing must be scheduled and conducted within 45 calendar days of receiving the FSS participant’s enrollment packet.
 - i. If the FSS participant fails to respond to the initial briefing after two attempts, the selected independent contract will mail the FSS Participant Case Closure-10 Day Notice (FSS-96a).
 - ii. If the FSS participant fails to respond within 10 calendar days, the FSS Participant Case Closure (FSS-96b) will be completed and sent to the Authority’s FSS staff to complete the termination process.
- d. Conduct the initial briefing.
 - i. Outline for the FSS participant the requirements for graduation:
 - Completed ITSP;
 - Completion of Financial Capability classes in the first 12 months of the contract;
 - Employed in the final 12 months of the FSS Program Contract; and

- No family member residing with the FSS participant receiving the benefit of the HCV Program can receive Temporary Aid to Needy Families (TANF) cash assistance in the final 12 months of the FSS Program Contract.
- ii. Initiate the completion of the following forms by the FSS participant and forward them to the Authority's FSS staff:
 - Briefing Summary (FSS-145);
 - ITSP (FSS-325);
 - Financial Capability Referral (FSS-101);
 - Key to Own Program Participation Confirmation (HO- 204)
- iii. If the participant does not already have an active email address, the selected independent contractor must help them set one up at the initial briefing or require that they establish one within 30 days of the briefing appointment.

2. Required Actions During the FSS Program Contract

- a. For the duration of the FSS Program Contract, the selected independent contractor will deliver case management services to the FSS participant.
- b. FSS case management includes, but is not limited to the following:
 - i. Evaluating the FSS participant's job marketability;
 - ii. Provide referrals to the local Michigan Works! Agency and other agencies in the community to obtain employment;
 - iii. If employed, encourage methods of improving or advancing within their current career;
 - iv. Providing supportive counseling;
 - v. Providing constructive feedback for goal completion;
 - vi. Client advocacy;
 - vii. Technical assistance;
 - viii. Exploring problem solving methods;
 - ix. Referrals to community resources; and
 - x. Addressing other barriers to self-sufficiency as identified by the FSS participant.
- c. At a minimum, the selected independent contractor must meet with the FSS participant four times per calendar year – once per quarter.
 - i. All four meetings should be face-to-face unless the FSS participant requests that two meetings be by phone due to employment or transportation issues.
- d. The selected contractor should offer the participant the option to meet outside of traditional business hours, if requested.
- e. All quarterly meetings must be documented on the FSS Participant Contact Form (FSS-326) and maintained in the FSS participant's file.
- f. The selected independent contractor must assess the FSS participant's ITSP progress during the quarterly meetings.
 - i. If the Financial Capability requirement is not met within the initial 12 months of the FSS Program Contract, the FSS participant must be terminated. Exceptions to this requirement must be submitted to the Authority's FSS staff for review and approval/denial.
 - ii. If the FSS participant's household does not meet the TANF requirement within the final 12 months of the contract, the FSS participant must be terminated or a request for a FSS Program Contract extension submitted to the Authority's FSS staff.
 - iii. If the FSS participant does not meet the employment requirement within the final 12 months of the contract, the FSS participant must be terminated or a request for a FSS Program Contract extension submitted to the Authority's FSS staff.

- iv. If the FSS participant fails to make progress on their personal goals outlined within the ITSP, the FSS participant must be terminated or a re-evaluation of their goals must be completed and documented.
- g. If the FSS participant fails to meet the quarterly contact requirement or to meet the requirements outlined in the ITSP, the selected independent contractor will mail the FSS Participation Case Closure -10 Day Notice (FSS-96a).
- h. If the FSS participant fails to respond within 10 calendar days, FSS Participation Case Closure (FSS-96b) will be completed and sent to the Authority's FSS staff to complete the termination process.
 - i. The entire FSS case file must be included with the termination form.

3. FSS Program Contract Graduations

- a. Graduations based on the FSS Program Contract End Date.
 - i. The selected independent contractor must meet with the FSS participant 60 calendar days prior to their set graduation date to evaluate their final eligibility for graduation.
 - ii. FSS graduation is considered a positive exit to this voluntary program and may include the release of accrued FSS escrow funds.
 - iii. FSS participation can be concluded as a graduation when the FSS participant has fulfilled their obligation under the FSS Program Contract on or before the expiration of the FSS Program Contract end date. The following criteria must be met to consider graduation:
 - The FSS participant must be employed for the final 12 months of the FSS Program Contract. The 12-months of employment must be consecutive and consistent.
 - Exceptions to the 12-month employment requirement must be submitted to the Authority's FSS staff for review and approval/denial.
 - iv. No family member residing with the FSS participant receiving the benefit of the HCV Program can receive TANF cash assistance in the final 12 months of the FSS Program Contract.
 - v. The FSS participant must have completed the required Financial Capability course in their initial 12 months of the FSS Program Contract.
 - vi. All FSS ITSP goals must be completed.
- b. Early Graduations
 - i. All of the above criteria is applied, but the graduation date is set based on the date the family goes over-income for the FSS and/or HCV Program, the agreed upon date for homeownership, porting the HCV out of state, or other eligible reason evaluated by the Authority's FSS staff on a case-by-case basis.
 - ii. As outlined by HUD, the FSS participant can go over-income for the FSS and/or HCV Program when:
 - 30 percent of the monthly-adjusted income equals or exceeds the published Fair Market Rent (FMR) for the family unit size for which the family qualifies, AND
 - The family has exceeded the HCV payment standards leading to over income and/or \$0 paid in Housing Assistance Payment (HAP).
 - iii. If it is determined that FSS participant can graduate early from the FSS program, the following documentation must be submitted to the Authority's FSS staff:
 - All case notes and correspondence;
 - Final ITSP signed and dated by the FSS participant;
 - Proof that Financial Capability classes were completed (copy of the Financial Capability Counseling Referral (FSS-101) or Certificate of Completion);

- FSS Participant Exit Interview (FSS-149); and
 - Welfare Status form (FSS-148).
- iv. In addition to the documentation outlined above, early graduation requests must also include:
- A completed and signed Early Graduation Request (FSS-35);
 - A written statement from the FSS participant on why early graduation from the FSS Program should be granted; and
 - A written statement from the selected independent contractor on why early graduation from the FSS Program is professionally supported and should be granted.

4. FSS Program Contract Extensions

- a. The initial FSS Program Contract is for a five-year period. FSS Program Contract extensions can be granted for up to 24 months beyond the initial five-year contract end date. All requests for FSS Program Contract extensions must be submitted within 60-calendar days of the initial FSS Program Contract end date to be considered. The selected independent contractor may submit an FSS Program Contract extension request for the following reason(s):
- i. The FSS participant or immediate family member has a documented serious emotional, mental, or physical illness of long term duration during the FSS Program Contract.
 - ii. The FSS participant experiences an involuntary loss of employment within the required 12-month period for graduation eligibility. The involuntary loss of employment must be documented. Evidence of active job search for up to six months must be provided.
 - iii. The FSS participant's household has experienced an involuntary change of household composition due to death or desertion. If the FSS participant is no longer a part of the HCV household, the new HCV Head of Household may assume FSS Program Contract. The FSS participant must develop an ITSP and meet all the requirements previously outlined to successfully graduate the FSS Program.
- b. The selected independent contractor must submit the following documentation to the Authority's FSS staff within 60 calendar days of the initial FSS Program Contract end date to request a FSS Program Contract extension:
- i. Complete and sign the Participation Extension Request form (FSS-34);
 - ii. A written statement from the FSS participant on why the FSS Program Contract extension should be granted; and
 - iii. A written statement from the selected independent contractor on why the FSS Program Contract extension is professionally supported and should be granted.

5. FSS Program Contract Terminations for Non-Compliance

- a. The selected independent contractor must assess the FSS participant's ITSP progress during the quarterly meetings.
- i. If the Financial Capability requirement is not met within the initial 12 months of the FSS Program Contract, the FSS participant should be terminated. Exceptions to this 12-month requirement must be submitted to the Authority's FSS staff for review and approval/denial.
 - ii. If the FSS participant's household does not meet the TANF requirement within the final 12 months of the Program Contract, the FSS participant must be terminated or a request for a FSS Program Contract extension submitted to the Authority's FSS staff.
 - iii. If the FSS participant does not meet the employment requirement within the final 12 months of the Program Contract, the FSS participant must be

terminated or a request for a FSS Program Contract extension submitted to the Authority's FSS staff.

- iv. If the FSS participant fails to make progress on their personal goals outlined within the ITSP, the FSS participant must be terminated or a re-evaluation of their goals must be completed and documented.
- b. If the FSS participant fails to meet the quarterly contact requirement or to meet the requirements outlined in the ITSP, the selected independent contractor will mail the FSS Participation Case Closure-10 Day Notice (FSS-96a).
- c. If the FSS participant fails to respond within 10 calendar days, FSS Participation Case Closure (FSS-96b) will be completed and sent to the Authority's FSS staff to complete the termination process. The entire FSS case file must be included with the termination form.

6. Termination by the Authority Due to HCV Program Violation(s)

- a. If at any time the FSS participant is terminated for violations of the HCV Program, he/she will automatically be terminated from the FSS Program and will forfeit any accumulated escrow.

7. Key to Own Homeownership Program

- a. The selected independent contractor will encourage homeownership as an ITSP goal and promote enrollment in the Authority's Key to Own homeownership program.
- b. At the initial FSS briefing the FSS participant will complete the Key to Own Program Participation Confirmation (HO-204).
- c. If homeownership is an ITSP goal, the selected independent contractor will coordinate with Authority Key to Own staff to determine the appropriate sub-goals for the ITSP.
- d. If homeownership is not an initial ITSP goal, the selected independent contractor will initiate discussions on the Authority's Key to Own homeownership program at all quarterly face-to-face meetings with the FSS participant.

8. Required Attendance and Presentation at Continuum of Care Meetings

- a. The selected independent contractor will attend at least one Continuum of Care meeting per year. If the selected independent contractor covers more than one Continuum of Care area, they must meet this requirement for each area they represent.
- b. The Authority's FSS Program must be presented by the selected independent contractor at the attended Continuum of Care meeting.
- c. Proof of attendance and presentation must be provided to the Authority's FSS staff. Accepted proof includes the Continuum of Care meeting agenda and sign-in sheet showing the name of the selected independent contractor's representative.

Rest of Page Intentionally Left Blank

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS**

EXHIBIT A

NOTICE TO BIDDERS

I. Notifications to Bidders

- A. Revisions to RFP.** If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all Bidders who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions to the RFP, and the answers to any written questions.
- B. Organization Authorized to Transact Business in Michigan.** The Bidder must be either a Michigan entity (limited partnership, Limited Liability Company, for-profit corporation or non-profit corporation, etc.) or, if foreign, authorized to do business in the State of Michigan.

Proposals from Sole Proprietors Will Not be Accepted

Questions regarding specific requirements to transact business in the State of Michigan should be referred to or otherwise contact the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau at:

http://www.michigan.gov/lara/0,4601,7-154-61343_35413---,00.html.

- C. Minimum Internet/Technological Capabilities.** The Bidder must have phone, internet, and e-mail access. Internet and e-mail access must be adequate to allow the Bidder to receive, download and upload data, files and attachments from Authority staff. (Current state standards are limited to a functional size of 20 MB.)
- D. Limits on Liability & Indemnification.** The Bidder must review and acknowledge that the Authority will require the Bidder to satisfy the following requirements prior to the execution of a contract with the Authority. If the Bidder has objections, please provide an explanation with your proposal outlining the objection.

If awarded a contract, the Bidder agrees to:

1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Bidder or any of its subcontractors under an awarded contract.
 - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Bidder of any representation or warranty made by the Bidder in an awarded contract.

- c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Bidder is required to insure against as provided for in an awarded contract.
- d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Bidder, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority.
- e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Bidder or any of its subcontractors in its or their capacity as an employer of a person.
- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Bidder or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

E. Michigan Freedom of Information Act. All documents submitted to the Authority are subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See *MCL 15.243 et seq.* Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See *MCL 15.243(1)(i)*.

Please submit FOIA requests to the Authority as follows:

**MSHDA FOIA Coordinator
c/o Legal Affairs**

Email: MSHDA-FOIA@michigan.gov

F. Submissions Subsequent to Award. As part of an awarded contract, the selected contractor will be required to review and provide and/or acknowledge additional documents including but not limited to:

- W-9 Request for Taxpayer Identification Number and Certification.
- Proof of proper insurance coverage.
- Retiree Rehire Certificate, if necessary.

G. Insurance Coverage. The Bidder must maintain and provide evidence, satisfactory to the Authority, of the following minimum insurance coverage:

1. General Liability Insurance for \$1,000,000 with the Authority shown as additional insured;

2. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate;
3. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.
4. If required by the Authority, Cyber Security Insurance for \$1,000,000.

H. Payments to Pensioned Retirees. 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their respective state pensions for the duration of their reemployment. **Accordingly, any pensioned retiree who provides or renders services pursuant to the contract for which bids will be made under this RFP shall be required to forfeit his or her pension during the term of the contract.**

Proposals must acknowledge and confirm whether pensioned retirees will render services under the contract being sought through this RFP. If the Bidder intends to use a pensioned retiree, the Bidder must submit written confirmation from the pensioned retiree that he or she agrees to forfeit his or her pension during the term of the contract, if awarded. If awarded a contract, the Bidder must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services ("ORS") to withhold the retiree's pension payments until the end of the contract term by having the pensioned retiree complete a Retiree Rehire Certificate. A copy of the Retiree Rehire Certificate will be required to be submitted prior to executing an awarded contract.

I. Contract Award Approvals. Prior to executing an awarded contract, the Authority must seek and obtain Michigan Civil Service approval. The required forms will be submitted to Civil Service prior to the Authority's Board approval.

Contracts that equal or exceed \$45,000 must be approved by the Authority's Board. Thereafter, an awarded contract will be forwarded to the selected Bidder with instructions to review and sign it. Upon receiving the signed contract, the Authority's Procurement Office will submit the contract to a duly authorized signatory for final execution on behalf of the Authority. One fully executed contract will then be returned to the selected contractor.

J. Commencement of Work. Project work shall not commence until execution of a project contract. The selected contractor shall not proceed with performance of the project work or incurring of project costs until both parties have signed the project contract to show acceptance of its terms and conditions.

K. Project Control. The selected contractor will carry out this project under the direction and control of the Authority and its designated Contract Administrator.

L. Applicable Laws. The selected contractor will be required to comply with all Michigan and federal laws, as well as acquire any permits or permission-related documents to provide services being sought.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT B

SUBMISSION & SELECTION

I. Submission of Questions

- Submit all questions regarding the RFP in writing via email by **August 29, 2018 at 4 p.m.** Eastern Time (Detroit). Submissions received at 4:01 p.m. are considered late and will not be considered further.
- Address questions using the subject line ***RFP - FSS Case Management*** to the attention of:

E-mail: MSHDA-Procurement@michigan.gov
- Responses to properly submitted questions will be posted to the Authority website on or around **September 5, 2018**. The Authority will hold no other question sessions or bidder's conferences.
- To ensure a fair and impartial process, the Authority's Procurement Office will *only* address on time and properly submitted questions.
- Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Board member or Authority staff.
- All questions and answers related to this RFP will be supplied to Bidders that submitted questions, and/or to organizations providing the Procurement Office with notification of intent to submit a proposal.

II. Submission of Proposal

- Submitted proposals must respond to and address the tasks, activities, listed requirements and questions outlined in the Scope of Work of this RFP and its attached and incorporated exhibits.
 - The Authority shall not be liable for any costs that a Bidder may incur while preparing a proposal.
 - The Authority shall not be liable for any costs that a Bidder may incur prior to the complete execution of a contract.
 - If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.
- A. Due Date.** Proposals responding to this RFP are due **September 19, 2018 at 4 p.m.** Eastern Time (Detroit). Submissions received at 4:01 p.m. are considered late and will not be considered further.
- B. File Format.** Submit one (1) **.pdf** version of proposal via email outlining how the Bidder will provide the activities / services described in the Scope of Work.

C. Delivery of Proposal. Direct all deliveries to:

MSHDA-Procurement@michigan.gov

Confirmation of Delivery. The Procurement Office will verify receipt of email and proposal to the Bidder within 24 hours. If Bidder has not received verification, the Bidder should verify the email address provided above (i.e., no spaces; hyphen between “MSHDA” and “Procurement”) and resubmit an email asking for verification.

III. Selection of Proposal

The selection of a proposal shall be subject to a review by the Authority’s Legal Affairs Division concerning conflicts of interest and/or participation in Authority programs by the Bidder, its officers, employees, subcontractors or independent contractors.

A. Selection Criteria. The Authority will review the proposal based on Selection Criteria listed below:

1.	Organization’s Experience/Qualifications	40 Points
2.	Overall Quality of Program Services	30 Points
3.	Additional Services Provided	15 Points
4.	Capacity	15 Points

Total Possible Points: 100 Points

Organization’s Experience/Qualifications (40 Points)

The organization has a strong relationship with their local Continuum of Care and HARA (20 pts). The organization has experience working with the FSS program or program(s) similar to it in the past (15 pts for previous similar experience, 20 pts for previous FSS experience)

Overall Quality of Program Services Performance (30 points)

The proposal presents a clear description of their proposed service plan (10 pts). The narrative clearly states how the participants will be monitored (5 pts) and that there is follow-up (5 pts). How participants will be linked to services and resources in the community is clearly outlined, including accessibility (10 pts)

Additional Services Provided (15 Points)

Organization brings other supportive services to this project, i.e. Individual Development Accounts (2 pts), Financial Capability Counseling Services (2 pts), Job placement services (2 pts), Home buyer programs (2 pts.) and housing case management (2 pts), other service(s) not listed (2 points). Supportive services are clearly defined and accessible for participants (3 pts)

Capacity (15 points)

Staff and organization capacity is clearly explained and supported (15 pts).

Note: The Authority will utilize all Bidder information to determine the best value for the services sought and is not obligated to accept the lowest price proposal.

B. Proposal Selection. The Authority’s review will take several weeks after the closing date for submitting proposals. The Authority anticipates notifying the selected contractor on or about November 1, 2018 via e-mail and posting on the Authority’s website; however, the selection and final notice of award will be contingent on approval by the Michigan Civil Service Commission and the Authority’s Board.

C. Cancellation of Selected Proposal. The selection of a proposal by the Authority may be cancelled at any time prior to the complete execution of a contract. If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals. Reasons for canceling the selected proposal may include, but are not limited to, the following:

1. Refusal of Department of Civil Service to process required forms.
2. Refusal of duly authorized Authority signatory to execute the contract.

Rest of Page Intentionally Left Blank

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT C

PROPOSAL FORMAT

I. Overview

- Proposals must be submitted in the format described in this Exhibit C as outlined below.
- Each section must be clearly identified with appropriate headings and/or table of contents.
- The proposal should be clear, accurate, and complete, with sufficient detail to enable the Authority to evaluate the services and methods proposed.

II. Headers and Contents

Proposals not including requested information may be viewed by the Authority as non-responsive and not considered further. Bidders are strongly encouraged to review their proposals prior to submission to ensure that all requested information is included.

A. Company Background Information.

1. Legal business name and address.
[Name]
[Street Address]
[City, State, Zip]
[Phone Number]
[Website address]
2. The type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company, foreign).
Note: Prior to contract execution, the selected contractor will be required to provide proof of authorization to conduct business in the State of Michigan.
3. Any applicable “Doing Business As” names.
4. Any branch office, or name and address of registered agent, if applicable.
5. Legal business name of any applicable parent company, and its address.
6. State your business is incorporated in.
7. Number of years in business and number of employees.
8. Has there been a recent change in the organizational structure (e.g., management team, staff, etc.) or a change of control (merger or acquisition)?
(Yes / No)
If Yes, why and how has it affected your company?
9. Does your company have experience working with the State of Michigan?
(Yes / No)
If Yes, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last three (3) years.

10. Has your company ever been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting with any governmental entity, including the State?
(Yes / No)
If Yes, provide the date, governmental entity, and details surrounding the action.
11. Has your company ever been sued by the State of Michigan?
(Yes / No)
If Yes, provide the date, case caption, case number, and identify the court that the case was filed in.
12. Has your company ever sued the State of Michigan?
(Yes /No)
If Yes, provide the date, case caption, case number, and identify court that case was filed in.
13. Within the past five (5) years, has your company defaulted on a government contract, or been terminated for cause by any governmental entity, including the State?
(Yes / No)
If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.
14. Within the past five (5) years, has your company defaulted on a contract or been terminated for cause by any private entity in which similar service or products were being provided by your company?
(Yes / No)
If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.
15. Within the past three (3) years, has your company had Authority funds of any kind recaptured as the result of a compliance review?
(Yes / No)
If Yes, provide the following information related to the recapture: Authority program area, date, amount, findings, and action steps took to remediate the findings.

B. Management and Personnel. Answer/Address the following:

1. **Authorized Signatory.** The Bidder must clearly identify the name and title of an official authorized to commit the Bidder to the terms and conditions of the proposal.
 - a. Provide any resolution(s) authorizing the designated official as an approved signatory.
 - b. Proposal must include the statement of bid commitment, see Section H below, signed by the approved signatory.
2. **Officer and Management Summary.** Identify manager(s) and/or officer(s) who will manage the contract if it is awarded:
 - a. Provide current contact information including the manager/officer name, title, mailing address, email address, and phone and fax numbers.
 - b. List their responsibilities and the specific tasks each assigned officer/manager will carry out and the anticipated time frames for each task.
3. **Personnel Summary.** Identify proposed key project personnel, including job titles, responsible for performing the activities / services described in the Scope of Work.

4. **Submit a Certificate Verifying Project Personnel.** The form is found in Exhibit D, attached and incorporated into this RFP.
 - a. Confirm Whether Any Assigned Personnel Receive Pension Payments from the State of Michigan. Review Exhibit A, Section I.H above for important information regarding Pensioned Retirees.

C. Experience.

1. **Prior Experience of Bidder.** Indicate prior experience of your organization that you consider relevant to the successful accomplishment of the project described in this RFP.
 - a. Have past experience working with the FSS program or similar program administering federal, state or local services that assist low income individuals and families to acquire skills and knowledge to gain access to new opportunities and to achieve economic self-sufficiency.
 - b. Assign experienced personnel to perform the services, or have personnel supervised by experienced staff.
 - c. Include sufficient detail to demonstrate the relevance of such experience.
2. **Experience of Proposed Personnel Assigned to Provide Services.** The proposal should describe the education and experience of the personnel who will be assigned to provide the proposed services, including managers who may oversee work of personnel.
3. **Examples of Work.** The following example of recent work shall be submitted with the Bidder's proposal:
 - a. None required
4. **Professional References.** Include professional references (ex. funders, other agencies, etc.) that can provide information about the Bidder's past performance
5. **Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

D. Proposed Services.

1. **How Services Will be Rendered.** Describe the process used to meet the project scope of work and complete the required services within the timeframe of the project.
2. **Use of Subcontractors.** If any work will be subcontracted, describe the following:
 - a. Work that will be subcontracted.
 - b. The process used to select the subcontractors.
 - c. The subcontractor's experience and expertise.
 - d. The names of the firms/individual(s) who will perform the subcontracted work.
 - e. How quality of service will be monitored and ensured.
3. **Professional Standards.** Refers to processes and/or performance expectations administered by a third-party organization (ex. trade association, government agency, etc.). Address the following:
 - a. Will professional standards be followed to satisfy services?
(Yes / No)
If Yes, please identify the standard(s) and the association(s).

- b. Will "best practices" will be followed to satisfy services?
(Yes / No)
If Yes, please identify the organization(s) and/or document(s) establishing the "best practices".
 - c. How will the quality of services be monitored and ensured?
4. **Security of Data.** If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:
- a. Has your organization established and used a policy to address the security of paper and electronic data?
(Yes / No)
If No, explain how your organization addresses the security of paper and electronic data.
(Note: Please do not submit a copy of your security policy.)
 - b. Does your policy address the removal of confidential and/or personal data from storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)
(Yes / No)
If No, explain how your organization handles confidential and/or personal data.

Contracts resulting from this RFP will include an exhibit, entitled Security Requirements, (included for reference in this RFP as Exhibit E) that defines confidential and/or personal data and the processes required to handle it.

5. **Copyrighted Materials.** Acknowledge and/or confirm the following:
- a. You agree that any and all products produced as a result of this contract shall be the property of the Authority.
 - b. You agree that the Authority shall (a) hold a copyright on all materials or products produced under the contract and (b) be allowed to file for a copyright with the United States Copyright Office.
 - c. You acknowledge that submitted documents will not contain in part or whole copyrighted materials.

E. Capacity to Deliver Services

1. List the Regions for which you wish to provide services using the attached map (Exhibit G). **If you wish to provide service to part of a region or provide service to specific counties in multiple regions, please indicate which counties you wish to cover in that region.**
2. In the regions identified, describe your plan to deliver services to FSS participants including:
 - a. Your proposed service plan;
 - b. How you will monitor and follow-up with FSS participants;
 - c. How your agency will link FSS participants to services and resources in their community, including accessibility;
 - d. Describe other supportive services your organization brings to this project, i.e. Individual Development Accounts, Financial Capability Counseling Services, job placement services, homebuyer programs, housing case management, or other services not listed above;
 - e. How staff will be effectively managed to assure delivery of quality services;
 - f. Office location(s), including hours of operation open to the public;

- a. Does the Bidder, its officers, board members, and employees respectively, have any interests in Authority programs?
(Yes / No)
If Yes, please provide their name, title, and the Authority program for which the interests exist.
 - b. If the Bidder intends to use independent contractors or subcontractors to render services, do the independent contractors or subcontractors and their officers, board members, and employees respectively, have any interests in Authority programs?
(Yes / No)
If Yes, please provide their name, title, and the Authority program for which the interests exist.
- 2. Potential Conflicts of Interests.** Potential conflicts of interest may arise from the Bidder's officers, employees, members, board members, independent contractors or subcontractors the Bidder will use to render services, if the organization enters into a contract with the Authority.
- a. Is the Bidder currently under contract and/or been awarded a grant from the Authority?
(Yes / No)
If Yes, please confirm whether any potential conflict of interest will exist if the Authority enters into a contract with the Bidder.
 - b. Does the Bidder, its officers, board members, and employees, hold a position with another entity that may be under contract or receiving a grant from the Authority?
(Yes / No)
If Yes, include an organizational chart from each entity under contract or awarded a grant from the Authority in which the Bidder or project personnel holds a position. Include each employee's position and title within the entity. In addition, indicate whether the Bidder or the project personnel is responsible for making financial decisions in his/her capacity and what measures have been implemented to ensure that funds are not comingled.

THE AUTHORITY RESERVES THE RIGHT TO DEEM A BID NON-RESPONSIVE FOR FAILURE TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

3. Family Members Who Work for Authority.

- a. Does the Bidder, its officers, board members, and employees respectively, have family members who work for the Authority?
(Yes / No)
If Yes, please provide their name and the name of the family member currently employed at the Authority.

Rest of Page Intentionally Left Blank

- J. Signature Clause to be Signed by Bidder's Authorized Signatory.** Insert into the proposal and have the authorized signatory sign the following signature clause at the end of the proposal:

I confirm that I have submitted this proposal on behalf of

_____ in response to the
**Michigan State Housing Development Authority's Request for Proposals for
Family Self-Sufficiency (FSS) Services.**

I also confirm that I have read and understand the Authority's indemnification, copyright, data security and insurance requirements.

By: _____

Its: _____

Date: _____

Rest of Page Intentionally Left Blank

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT D

**AGREEMENT TO USE AND RELEASE INFORMATION
KEY PERSONS OF THE CONTRACTOR**

**AGREEMENT TO USE AND RELEASE INFORMATION CERTIFICATE VERIFYING KEY
PERSONS OF THE CONTRACTOR**

“Key Persons” are those individuals performing services and those performing services who may be subject to the State Employees’ Retirement Act, 2007 PA 95, MCL 38.68c. The Contractor acknowledges that the following personnel are Key Persons of the Contractor in accordance with Section 11 of the Housing Agent Agreement. Please have each Key Person sign the Exhibit F – *Agreement to Use and Release Information to Authority* (“Release”), as well as the questions regarding the State Employees’ Retirement Act. The Authority will approve a Key Person only if (a) the Key Person signs the Release, (b) the Criminal Screenings review does not reveal any criminal records that the Authority, in its sole discretion, deems unacceptable, and (c) is not an active Participant on the Program or a current Waiting List Applicant for the Program. Please use one Release for each Key Person who shall be performing. In addition, the selected Contractor will be required to submit additional forms for new service personnel performing services who may be considered Key Persons.

I hereby agree to disclose my name, title, and Social Security Number, to the Michigan State Housing Development Authority (“Authority” or “MSHDA”) for the purpose of allowing the Authority to perform an Internet Criminal History Access Tool review. I understand that the Authority will use the Criminal Screenings review to determine whether I can serve as a Key Person for the Contractor and perform Services as an employee or agent of the Contractor under the Housing Agent Agreement between the Contractor and the Authority. I understand that my Social Security Number will not be available to the public.

Further, I agree to authorize the Authority to use the information I have provided above to perform a background check. The background check includes, but is not limited to, criminal screenings and assessments to ensure Key Persons are not either Participants or Applicants for the MSHDA Housing Choice Voucher (“HCV”) Program.

Certificate Verifying Key Person of the Contractor

Instructions to Contractor: Please have each Key Person sign the *Agreement to Use and Release Information to Authority* (“Release”). The Michigan State Housing Development Authority (“Authority”) will approve a Key Person only if (a) the Key Person signs the Release, (b) the Authority Criminal Screenings review does not reveal any criminal records that the Authority, in its sole discretion, deems unacceptable, and (c) is not an active Participant on the Program or a current Waiting List Applicant for the Program. Please use one Release for each Key Person.

Key Person’s Name _____
(Print or type Name above line)

Name of Contractor _____

Title with Contractor _____

Social Security Number _____

Race _____

Sex _____

Date of Birth _____

Key Person’s Signature: _____ Date: _____

Is the Key Person listed above a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No _____

Name of Signatory for Contractor/Subcontractor _____
Print/Type Name of Signatory Above Line

Its: _____

Federal Identification Number: _____

MSHDA USE ONLY:

Passed Criminal Screenings

Passed Database (Elite/WL) Assessment

Approved By (Initials of Authority Staff): _____

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT E

SECURITY REQUIREMENTS

The Contractor must safeguard and prevent potential breaches of all Personally Identifiable Information (“PII”) and Sensitive PII required by the Michigan State Housing Development Authority (“Authority” or “MSHDA”) for administration of the Family Self-Sufficiency (“FSS”) Program. The Contractor must submit this Exhibit with the FSS Agreement certifying compliance with the security requirements outlined in this Exhibit.

Failure to comply with the security requirements outlined in this Exhibit and/or failing to promptly notify the Authority of a security breach will be considered a material breach of this Agreement.

1. Definition

Sensitive PII is defined as information which can be used to directly or indirectly distinguish or trace an individual’s identity. Sensitive PII can be used either alone or in combination with other personal or identifying information that is linked or linkable to that individual. Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

To *distinguish* an individual is to identify an individual. To *trace* an individual is to process sufficient information to make a determination about a specific aspect of an individual’s activities or status.

Linked information is information about or related to an individual that is logically associated with other information about the individual. *Linkable* information is information about or related to an individual for which there is a possibility of logical association with other information about the individual.

The following personal identifiers are Sensitive PII even if they are not linked with additional PII or contextual information:

- a. First and last name or alias;
- b. Complete (9-digit) SSN;
- c. Alien Registration Number (A-Number);
- d. Driver’s license or state identification number;
- e. Passport number;

- f. Taxpayer identification number;
- g. Internet Protocol (IP) or Media Access Control (MAC) address or other host-specific persistent static identifier;
- h. Telephone number;
- i. Vehicle registration number or title; or
- j. Biometric Identifiers (e.g., fingerprint, iris scan, facial recognition, voice print)

The following information is Sensitive PII when linked with the person's name or other unique identifier, such as an address or phone number:

- a. Portions of an SSN including the last four digits;
- b. Place of birth;
- c. Full date of birth;
- d. Citizenship or immigration status;
- e. Authentication information such as a parent name(s) or maiden name(s);
- f. Medical information;
- g. Criminal history;
- h. Education information;
- i. Financial information;
- j. Credit card numbers;
- k. Bank account numbers; or
- l. Other data created by MSHDA or HUD to identify or authenticate an individual identify such as an Alternate Identification Number (AID) referred to as "H-Number" by the Authority.

Sensitive PII requires stricter handling guidelines because of the increased risk to an individual if the data is compromised.

A Security Breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons, other than authorized users and for an unauthorized purpose, have access or potential access to PII in a usable form, whether hard copy or electronic. The term encompasses both **suspected and confirmed** incidents, whether intentional or inadvertent, involving PII which raise a reasonable risk of harm.

2. **Types of Media**

Hard copy media is physical representations of information, most often associated with paper printouts. However, printer and facsimile ribbons, drums, and platens are all examples of hard

copy media. The supplies associated with producing paper printouts are often the most uncontrolled. Electronic (or soft copy) media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, removable memory devices, phones, mobile computing devices, networking devices, office equipment, and email (list is not all inclusive).

Removable memory devices include, but are not limited to, thumb drives, CDs, and external hard drives.

Electronic Data and Access Codes is collectively defined as (a) any and all program data in an electronic format; (b) and all codes, passwords, access keys and any other data that allows the Contractor to connect to and access Database Software (presently Elite) and HUD required programs.

3. **Authority and HUD Requirements**

In performing its duties and responsibilities as specified in this Agreement, the Contractor will comply at all times with all applicable HUD and Authority rules, regulations, and requirements, including Equal Opportunity rules. Additionally, the Contractor is responsible for complying with the following:

- a. Identity Theft Protection Act (2004 PA 452: MCL 445.61 et seq., as amended by 566 PA 2006)
- b. Social Security Number Privacy Act (454 PA 2004; MCL 334.81 et seq.)
- c. State of Michigan Computer Crime Law (Public Acts 1979-53)
- d. All federal and state laws concerning confidentiality and the security of PII and Sensitive PII that is in its possession.
- e. All State and Federal laws regarding confidentiality to protect an individual's rights and privacy.

The Contractor and Key Persons of the Contractor must attend annual security awareness sessions and complete required forms before performing services for the Authority.

4. **Manage Access to Sensitive PII**

The Contractor shall not disclose information or documents created or maintained in connection with an awarded contract to anyone other than the Contractor's staff assigned to an awarded contract or Authority staff, without the direction or prior consent of Authority staff. Neither the Contractor nor its Key Persons or agents shall use information or documents created or

maintained in connection with the awarded contract to further any private interest without the prior written consent of the Authority.

The Contractor will not use the State's data for any purpose other than providing the services set forth in an awarded contract, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public, to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any Key Person of Contractor other than those on a strictly need to know basis have access to the State's data. The Contractor shall only use PII as strictly necessary to provide the services and shall disclose such information only to its Key Persons who have a strict need to know regarding such information. The Contractor shall comply at all times with all laws and regulations applicable to such PII.

- a.** Only collect Sensitive PII that you have the legal authority to collect.
- b.** Never leave Sensitive PII unattended and unsecured.
- c.** Only share or discuss Sensitive PII with personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to Sensitive PII for which you are responsible.
- d.** Avoid discussing Sensitive PII if there are unauthorized personnel, Contractors, or other third parties in the adjacent cubicles, rooms, or hallways who may overhear your conversations.
- e.** Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if Sensitive PII will be discussed or viewed. Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain Sensitive PII.
- f.** Record the date, time, place, subject, chairperson, and attendees at any meeting involving Sensitive PII.
- g.** Do not distribute or release Sensitive PII to MSHDA employees, Contractors, or other third parties unless the release is authorized, proper and necessary.
- h.** When discussing Sensitive PII on the telephone, confirm that you are speaking to the identified person or their designated representative before discussing any information. Inform the caller that the discussion will include Sensitive PII.
- i.** Never leave messages containing Sensitive PII on voicemail.
- j.** Only print, extract, or copy Sensitive PII when required for administration of the Housing Choice Voucher Program.
- k.** Before emailing, printing, or making paper copies, redact Sensitive PII that is not necessary for your immediate use or required for administration of the Housing Choice Voucher Program.
- l.** Never leave Sensitive PII unattended on a desk, network printer, fax machine, or copier.

- m. All computer systems, electronic devices, and portable media used to conduct business with the Authority will be used for business purposes only.
- n. Use a privacy screen if you regularly access Sensitive PII in an unsecured area where the public can see your screen.
- o. Lock your computer when you leave your desk.
- p. Do not permit your computer to remember passwords.
- q. All computer systems used to conduct business with the Authority must be encrypted.
- r. All electronic devices and portable media must be password protected.
- s. Do not use your personal computer to access, save, store, or host Sensitive PII.
- t. Do not transfer files to your home computer or print records on your home printer.
- u. Do not forward e-mails containing Sensitive PII to your personal email account so you can work on it on your home computer.
- v. Do not post Sensitive PII on any Internet site.
- w. If someone sends you Sensitive PII in an unprotected manner, you must protect that data in the same manner as all Sensitive PII you handle once you receive it.
- x. If someone sends unsecured Sensitive PII in the body of an e-mail to you, you must encrypt that data if you wish to email it to anyone else.

5. **Transporting Sensitive PII**

- a. Physically secure Sensitive PII when in transit.
- b. Never leave paper files, computers, electronic devices, or portable media in plain sight in an unattended vehicle. If you must leave it in a car, lock it in the trunk so that it is out of sight.
- c. Do not leave your paper files, computers, electronic devices, or portable media in your car overnight.

6. **Transfer of Sensitive PII**

- a. When mailing outbound correspondence that contains Sensitive PII, use the following quality controls:
 - i. Seal Sensitive PII materials in an opaque or tinted envelope.
 - ii. If using window envelopes, place the Sensitive PII away from the window so it cannot be seen.
- b. Email Sensitive PII within an encrypted attachment with the password provided separately (e.g., by phone, another email, or in person). Do not send Sensitive PII within the body of an email.
- c. Limit the transmission Sensitive PII by fax. Take appropriate measures to protect the confidentiality of the fax:

- i. Alert the recipient prior to faxing so they can retrieve it as it is received by the fax machine.
- ii. After sending the fax, verify the recipient received the information.

7. **Storage of Files Containing Sensitive PII**

All files are to be maintained in the office(s) designated by the Contractor and are subject to all security requirements outlined within the awarded contract and all Exhibits. The Contractor shall take reasonable steps to prevent the theft of paper and electronic files that contain PII. Such steps shall include but not be limited to:

- a. Physically secure paper files containing Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
- b. Prevent unauthorized access of Sensitive PII by members of the public or persons not designated by the Contractor.
- c. All files must be stored in fire proof cabinets (Underwriters Laboratories - UL rated file cabinets) and/or the Contractor must have a fire suppression system in place. The files must be secured from the general public either by containing locking mechanisms with keys provided to only Key Persons or located in a locked room. All files must be labeled **CONFIDENTIAL**.
- d. Keep accurate records of where Sensitive PII is stored, used, and maintained.
- e. Only store Sensitive PII on computers, other electronic devices, or portable media that can be secured. SSNs must not be stored on computers, other electronic devices, or portable media that are not secured against unauthorized access.
- f. Physically secure electronic devices or portable media that contain Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
 - i. All computers used for the administration of the FSS Program must have current up-to-date encryption software.
 - ii. All computers used for the administration of the FSS Program must have current up-to-date anti-virus software.
 - iii. All computers used for the administration of the FSS Program must be used for business purposes only and by authorized personnel.
 - iv. All other electronic devices and portable media must be password protected.
 - v. Do not place Sensitive PII on shared drives, multi-access calendars, the Intranet, or the Internet.

8. **Destruction of Sensitive PII**

Sensitive PII shall be destroyed when retention of the data is no longer required. Retention schedules for paper files and electronic data will be outlined by the Authority. If the Contractor no longer needs program data to render Services, or if the Contractor ceases to provide Services, the Contractor shall remove/dispose Electronic Data and Access Codes from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, PCs, laptops, DVDs, zip drives, hand-held organizer, and storage services on the World Wide Web. When the Contractor ceases to use a computer, the Contractor shall:

- a. Dispose of paper files containing Sensitive PII appropriately by using cross-cut shredders, burn bags, or a professional destruction service agency. Secure all information awaiting removal. Sensitive PII must **not** be discarded in waste baskets, trash or the usual recycling receptacles.
- b. Dispose of electronic files containing Sensitive PII appropriately by **permanently erasing** (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required.
- c. Dispose of portable media containing Sensitive PII appropriately by **permanently erasing** (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required. See Department of Information Technology Procedure 1350.90 Secure Disposal of Installed and Removable Digital Media.
- d. If the Contractor believes it is required to retain program data, the Contractor shall:
 - i. Advise the Authority's FSS Coordinator in writing of the requirement; and
 - ii. Retain the data in a manner and format described in this Exhibit. If the Contractor ceases to administer the Services set forth in this Agreement and the Exhibits attached and incorporated into this Agreement, the Contractor must send written notice to the FSS Coordinator indicating all removal methods have been completed. Failure to comply with this provision will result in the Contractor not receiving any final payments.

9. **Username and Password Protection**

- a. All usernames and passwords issued by the Authority for administration of the FSS Program shall remain confidential and shall not be shared with anyone other than the person assigned to that username and password.
- b. The Contractor must submit a revised Key Person form (Exhibit D) and a MSHDA 1796 form to the FSS Coordinator to acquire access to information systems and databases for new personnel.

- c. The Contractor must notify the FSS Coordinator within two (2) business days of the termination of a Key Person as identified in Exhibit D of this Agreement so that access to information systems and databases can be revoked.

10. **Security Breach**

In the event of a security breach, the Contractor shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- a. You must report all Security Breaches, whether suspected or confirmed, to the FSS Coordinator promptly, but no later than one (1) business day, of the incident. If the FSS Coordinator is unavailable, or if there is a potential conflict of interest, report the incident to the Homeless Programs Manager or the Director of Rental Assistance and Homeless Solutions.
- b. Document or maintain records of information and actions relevant to the incident as they may be required in the Security Breach handling report.
 - i. Date and time of Security Breach;
 - ii. Type of Security Breach (e.g. virus, hacking, e-mail, etc.);
 - iii. Person(s) involved in Security Breach, if identifiable; and
 - iv. Date and time Security Breach was reported and to whom.
- c. Any alleged violations that may constitute criminal misconduct, identify theft or other serious misconduct, or reflect systemic violations within the management of the Program will be reported to the MSHDA Compliance Unit as part of the Security Breach reporting Process.
- d. When reporting a Security Breach, do not further compromise the information or risk causing another Security Breach:
 - i. Do not forward the compromised information when reporting an incident
 - ii. If and when the compromised PII is needed, you will be given instructions regarding the individual to send it to and the process for submission.

If you see Sensitive PII in an email that you suspect constitutes a Security Breach, remember that the information is duplicated and further compromised if you forward or reply to it.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT F

PERFORMANCE MEASURES

I. Overview

The Authority shall measure the Selected Independent Contractor's performance of the activities described in the Scope of Work based on the following performance measures:

- o Quality On-Site Review(s);
- o Data Entry and Quarterly Reports; and
- o Responsiveness to the Authority's staff.

II. Quality On-Site Reviews

A. Quality On-Site Reviews will be completed at a minimum once per calendar year. The Authority FSS staff reserves the right to conduct On-Site Reviews more frequently as needed. During the Quality On-Site Review, Authority FSS staff will come to the physical location of the selected contractor and will pull at a minimum ten (10), or 25% of the case load, randomly selected FSS participant files in the counties to which the selected bidder is assigned. Files will be rated either pass, pass with comment, or incomplete. Files are rated based on the following criteria:

1. Presence of required forms in files; and
2. Evidence of required quarterly contact with participants.

B. The Selected Independent Contractor's ratings will be determined by the following criteria:

1. **Meets Expectations.** To achieve an overall Meets Expectations Rating, the Selected Independent Contractor must have achieved 80 percent pass or pass with comment ratio on the ten files reviewed.
2. **Low Performing.** An overall Low Performing Rating will be assigned to any Selected Contractor who has less than 80 percent of files receiving a pass or pass with comment rating.

III. Data Entry and Reports Criteria

A. The review of Data Entry and required Quarterly Reports will be completed in accordance with the Monitoring Guidelines set forth in the FSS Program Guidelines. Review of Data Entry and Reports will be completed at a minimum once per Quarter. The Authority reserves the right to review more frequently as deemed necessary. The Authority FSS staff will measure the following standards when conducting Data Entry and Reports ratings:

1. FSS Participant Graduation, Extension or Termination paperwork processed and forwarded to MSHDA within 60 days of the last day of the participant's contract.
2. Individual Training and Service Plan's (ITSP) entered into Elite within 14 days' of briefing the FSS participant.
3. Submission of the required quarterly data reports by April 15 (First Quarter), July 15 (Second Quarter), October 15 (Third Quarter), and January 15 (Fourth Quarter).

- B.** The Selected Independent Contractor's ratings will be determined by the following criteria:
- 1. Meets Expectations.** To achieve an overall Meets Expectations Rating, the Selected Independent Contractor must have achieved 80 percent consistency with data entry, data reports and submission of documents.
 - 2. Low Performing.** An overall Low Performing Rating will be assigned to any Selected Independent Contractor who has less than 80 percent consistency with data entry, data reports and submission of documents.

IV. Responsiveness to Authority Staff

- A.** Review of Responsiveness to Authority FSS Staff will be completed at a minimum once per Quarter. The Authority FSS staff reserves the right to review more frequently as deemed necessary. The Authority FSS staff will measure the following standards when conducting Responsiveness to Staff Standard:
- 1.** Responds to all calls, emails and correspondence from the Authority staff within two business days.
- B.** The Selected Independent Contractor's ratings will be determined by the following criteria:
- 1. Meets Expectations.** To achieve an overall Meets Expectations Rating, the Selected Contractor must have achieved 80 percent consistency in regard to responding to Authority staff.
 - 2. Low Performing.** An overall Low Performing Rating will be assigned to any Selected Contractor who has less than 80 percent consistency in regard to responding to Authority staff.

V. Uncorrected Deficiencies

- A.** If the standards set forth for performance in this Exhibit are not met, a Corrective Action Plan will be required and must be submitted no later than five (5) business days to the Homeless Programs Manager of the Rental Assistance and Homeless Solutions Division for review and approval. The Contractor will be given the specific standard that the selected contractor is deficient in and what expectations the Authority has for meeting expectations for that standard. The selected contractor must provide the following to the Authority:
- 1.** Specific steps that will be taken to correct the deficiencies.
 - 2.** The time frame adhered to and when the selected contractor expects the deficiencies to be rectified.
- B.** Identify specific staff that will be responsible for rectifying the deficiencies. No more than one Corrective Action Plan will be executed during a twelve (12) month period during the term of an awarded agreement. Failure to meet the terms outlined in the Corrective Action Plan may result in a material breach of an awarded agreement.

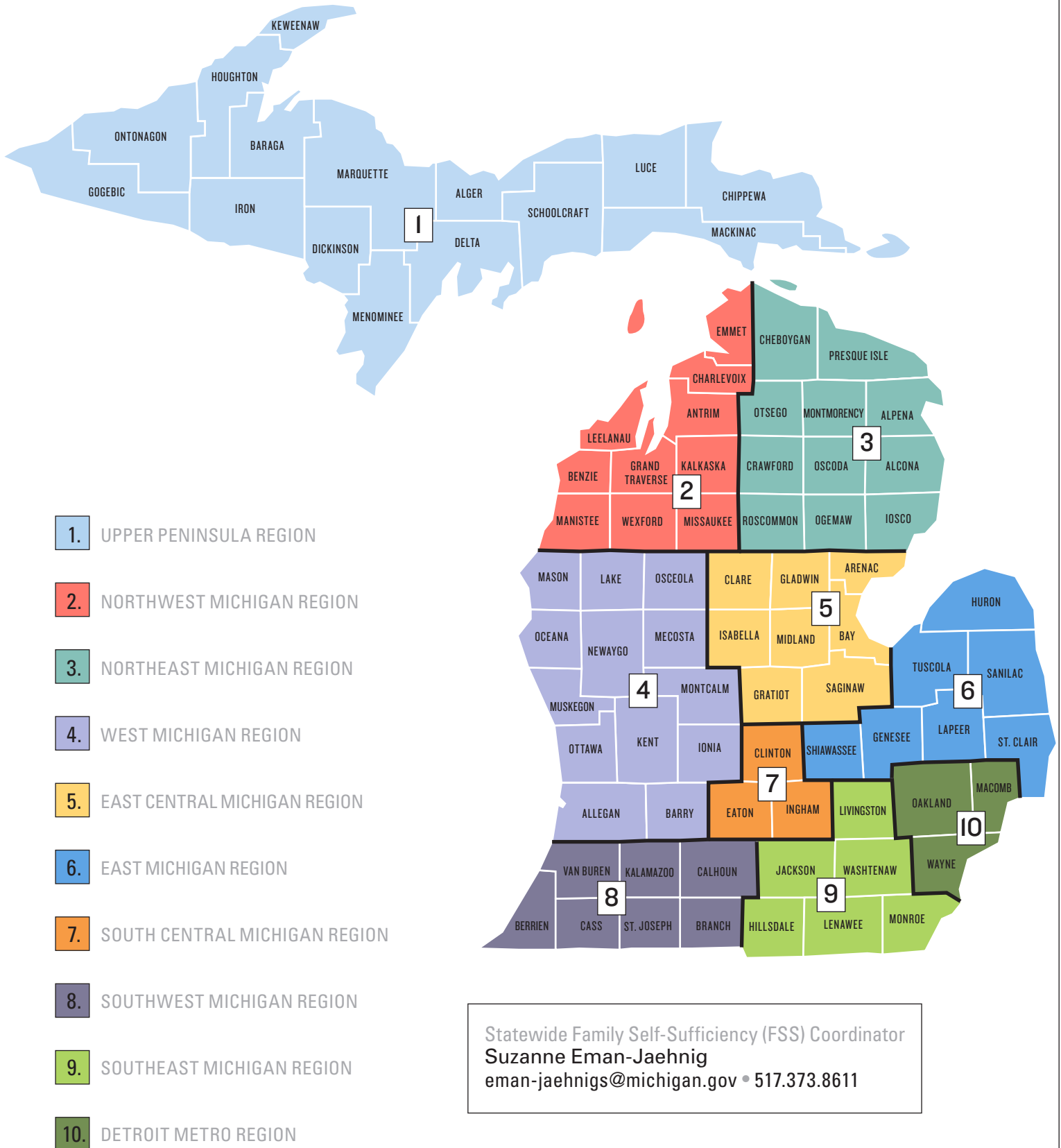
Rest of Page Intentionally Left Blank

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT G

REGIONS MAP

Family Self-Sufficiency Map



Statewide Family Self-Sufficiency (FSS) Coordinator
Suzanne Eman-Jaehnig
 eman-jaehnigs@michigan.gov • 517.373.8611

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL**

EXHIBIT H

2018 FSS GUIDELINES

Michigan State Housing Development Authority
Division of Rental Assistance and Homeless
Solutions

Housing Choice Voucher Family Self-Sufficiency Program



***“Empowering individuals and families today
for a better tomorrow!”***

Contact:

Suzanne Eman-Jaehnig
Statewide Family Self-Sufficiency Coordinator
Eman-jaehnigs@michigan.gov
(517) 373-8611

*Michigan State Housing Development Authority
735 E. Michigan Avenue
P.O. Box 30044
Lansing, MI 48909
Fax: (517) 241-3372*

HOUSING CHOICE VOUCHER
FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN

I. INTRODUCTION, 24 CFR PART 984

The Michigan State Housing Development Authority (MSHDA), Rental Assistance and Homeless Solutions Division offers its statewide Housing Choice Voucher (HCV) Family Self-Sufficiency (FSS) Program under the guidance of the Housing and Urban Development (HUD) Federal Regulations 24 CFR Part 984. MSHDA will provide the support and resources needed to empower participants to succeed in achieving their goals of becoming economically independent and self-sufficient.

II. PROGRAM PURPOSE

FSS is a HUD program that encourages public housing authorities (PHAs) to develop local strategies to help HCV families obtain employment that will lead to economic independence and self-sufficiency. MSHDA partners with state agencies, human service agencies, schools, non-profits, local units of government, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience needed to enable them to obtain and maintain suitable employment. Goal-setting and service delivery are coordinated through a contracted case manager referred to as the FSS Resource Coordinator.

The FSS Program is a unique opportunity where both MSHDA and the HCV participant directly receive benefits. Families are provided support through job, education, and human service delivery systems to address what may seem to be insurmountable personal and financial barriers to economic growth. In addition, the FSS Program offers the HUD mandated Escrow Account Program. The purpose of the FSS Program is to “Empower individuals and families today for a better tomorrow!”

III. FAIR HOUSING

All Civil Rights laws applicable to the HCV Rental Voucher Program are also applicable to the FSS Program. MSHDA must comply with all equal opportunity and nondiscrimination requirements imposed by Federal law. It is the policy of MSHDA to comply fully with all Federal, State, and local nondiscrimination laws. All rules and regulations governing Fair Housing and Equal Opportunity in housing and employment are also followed. Pursuant to the State of Michigan Civil Rights Law of non-discrimination, MSHDA does not discriminate on the basis of race, sex, religion, color, nation or ethnic origin, age, weight, disability in its policies, or in the admission or access to, or treatment or employment in, its programs, services, or activities.

Reasonable Accommodations: Shall be made for individuals with mobility, manual, sensory, speech, mental, or developmental disabilities upon request of the participant.

Program Reasonable Accommodations: MSHDA's FSS program will make reasonable accommodations for persons with disabilities. Such accommodations may include a reduction in expectation for full-time work and school, but the FSS contract maintains that the FSS Head of Household seek and maintain suitable employment throughout the term of the FSS contract, after appropriate job training. The FSS Head of Household is the family member who is the HCV Head of Household for purposes of determining income eligibility and rent.

IV. CONTINUUM OF CARE MEETINGS

The Continuum of Care Bodies exist throughout the State of Michigan. Membership includes local units of government, local job training programs, service organizations, employment agencies, public child welfare agencies, public/private education or training institutions, non-profit service providers, and private businesses.

Contracted FSS Resource Coordinators must at a minimum attend the local Continuum of Care meetings yearly for each county that they are responsible for. The FSS Resource Coordinators will educate and provide this planning body with information on the FSS Program and discuss opportunities to partner with the various groups in service coordination for the FSS participants.

V. FSS RECRUITMENT PROCEDURES

The HCV Rental Assistance Program is administered statewide by contracted Housing Agents (HA's). At the HCV Initial Briefings, the HA will distribute a FSS brochure/Interest form to new HCV program participants. If the participant indicates interest in the FSS program, a FSS application will be mailed to them.

The completed FSS Application (FSS-322) will be returned to the MSHDA FSS staff located in the Lansing office. Approval or denial of the application will be based on the application content and the household eligibility standards listed below.

VI. HOUSEHOLD ELIGIBILITY FOR FSS APPLICATION

To qualify for the HCV FSS Program, potential applicants must meet the following criteria:

- Be active and in good standing with the MSHDA HCV Rental Assistance Program.

- Never received an FSS escrow account payout from MSHDA or any other PHA running a FSS Program.
- Be a first or second time applicant for the MSHDA FSS Program. An individual will only be given two chances to successfully graduate from the MSHDA FSS Program. Any exceptions to this will be considered on a case to case basis.
- If a participant is terminated from the FSS Program, they cannot reapply until 12 months after their termination date.

VII. WAITING LIST PROCESS

Applicants will be placed on a waiting list if there are no FSS slots available in the applicants residing county. Placement on the waiting list will be based on the date MSHDA receives the completed FSS Application. When a FSS slot becomes available, MSHDA will draw the next FSS applicant from the waiting list by date received, beginning with the oldest application date.

VIII. ENROLLMENT

The FSS Program requires execution of the FSS Contract of Participation (HUD-52650) between MSHDA and the FSS Head of Household. For eligibility and rent determination purposes, the HCV Head of Household will be the FSS Head of Household. The contract specifies the obligations of MSHDA as the service provider and the FSS participant's requirements for successful completion.

If the FSS application (FSS-322) is approved by MSHDA's FSS staff, the FSS Contract of Participation (HUD-52650), and the Certification of Income Status (FSS-107) are sent to the FSS applicant for review and signatures. The FSS Contract of Participation (HUD-52650) and the Certification of Income Status (FSS-107) must be signed by the applicant and returned to MSHDA within 14 days of approved application to the program. The Annual Income, Earned Income, and TTP based on Adjusted Annual Income will be pulled from the most recent re-examination in accordance with the Office of Rental Assistance and Homeless Solutions Housing Choice Voucher Policy and Procedure Manual, Chapter X, Interim and Re-examination Income Verification which states:

Certain changes in household income or family status generate a need for processing interim re-examinations. Participants must report any family size changes and increases in income immediately (within 14 days) to their Housing Agent, except annual increases in SS, SSI, or pensions. All reported income changes that have a **gross monthly income increase of \$100 or more (the threshold amount for MSHDA)** must be processed as an interim re-examination and become effective with a 30-day notice to the family of the change. Reported income increases that are under the threshold will not be processed as an interim re-examination unless a move occurs.

If the Certification of Income Status (FSS-107) form indicates that the FSS applicant has had a recent income change, the FSS Contract of Participation (HUD-52650) will not be executed until a re-examination has taken place. At that time, a new FSS Contract of Participation (HUD-52650) with the most recent re-examination data will be forwarded to the applicant.

- The initial term of the FSS Contract of Participation is five years.
- The contract start date must begin on the first day of the month.
- The contract must end on the last day of the month.
- A contract cannot be backdated beyond the current month.

When a new participant is enrolled in the FSS program by MSHDA FSS staff, a copy of the following documents are sent to the assigned FSS Resource Coordinator:

- Contract of Participation ((HUD-52650)
- Certification of Income (FSS-107)
- FSS application (FSS-322)

The FSS Resource Coordinator must contact the FSS participant to set up the initial briefing appointment by phone or letter on their agencies letterhead. Agencies may also use the Briefing 1st Notice (FSS-1634) form. These contact attempts must be documented in case notes.

The initial briefing appointment must be scheduled and take place within 45 days of receiving the FSS participant's enrollment documentation unless there are extenuating circumstances such as illness. If the FSS participant fails to respond to this initial meeting request after two attempts (either by phone, mail, or both), the FSS Participant Case Closure—10 Day Notice (FSS-96a) indicating termination from the FSS program are sent. If there is no contact by the participant after 10 days, the FSS Participation Case Closure (FSS-96b) is forwarded to MSHDA's FSS staff for termination in Elite.

At the initial briefing appointment, the following forms must be completed and forwarded to MSHDA's FSS staff:

- | | |
|---|---------|
| • Financial Capability Referral | FSS-101 |
| • Individual Training and Service Plan (ITSP) | FSS-325 |
| • Key to Own Program Participation Confirmation | HO-204 |
| • Briefing Summary | FSS-145 |

At the initial briefing the participant will give the FSS Resource Coordinator their current email address. If the participant does not have an email address, one must be set up at the briefing appointment or within 10 calendar days.

The FSS Resource Coordinator must enter the ITSP into Elite within 14 days of the initial participant meeting and update as needed. MSHDA FSS staff will run monthly

reports to insure all ITSP's are entered into Elite as required.

IX. FINANCIAL CAPABILITY COUNSELING REQUIREMENTS

All participant should attend the Financial Capability counseling within the first year of enrollment in the FSS program. This training must be provided by a MSHDA certified counseling and at no cost to the FSS participant. If necessary, a FSS participant may receive an additional three hours of counseling for one-on-one credit repair. A spouse or significant other who is living with the Head of Household may also attend this training free of charge. There is an online option for those participants who are unable to attend the in person classes because of significant work, child care or transportation issues.

X. SUPPORTIVE AND ESSENTIAL SERVICES

An essential service is a service that must be provided before the family can proceed with any other self-sufficiency goal or without which self-sufficiency is not possible. Supportive and essential services will be provided through a coordination of the existing network of human services in each region. All families will receive supportive services based on the resources available to the FSS Program and the service area in which they are located. The FSS Resource Coordinator will make the final decision concerning essential services on a case-by-case basis. If essential services are not available, the family's FSS Contract of Participation (HUD-52650) may be considered void.

XI. SUITABLE EMPLOYMENT

The FSS Head of Household is required to seek and maintain suitable employment after they have acquired the skills necessary to do so. Suitable Employment is defined as follows:

- The FSS Head of Household will obtain and keep a suitable job based on their skills, education, and job training. In addition, the availability of job opportunities in the area will be considered.
- Participating in schooling (i.e. GED, college or job training program), job search, job training, career counseling, **AND**
 - Documenting attempts to obtain employment by providing proof of submitting with at least four (4) job applications a month to their assigned FSS Resource Coordinator **OR**;
 - The FSS Head of Household will obtain and keep a suitable job.
 - **Note:** If the FSS participant is disabled, the FSS Resource Coordinator may give special consideration or alter the suitable employment requirement.

- Suitable employment for the purpose of meeting the graduation requirements is defined as working a minimum of 15 hours a week earning minimum wage or equivalent for the last 12 consecutive months of the FSS Contract of Participation (HUD-52640). Any exception to this requirement must be reviewed and approved by MSHDA FSS Program management. Per HUD regulations the participant must be employed the final day of their contract.

XII. CASH ASSISTANCE

For the FSS Program *only*, cash assistance is defined as aide from federal or state welfare programs and only includes cash maintenance payments designed to meet a family's ongoing basic needs. Cash assistance does **not** include:

- Food stamps, emergency rental, and utilities assistance;
- Medicaid, SSI, SSDI, or Social Security;
- Nonrecurring, short-term benefits that are designed to deal with a specific crisis, are not intended to meet ongoing needs, and will not extend beyond four months;
- Adoption or foster care subsidies intended to assist the family with basic needs;
- Work subsidies (e.g., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision and training);
- Supportive services such as child care and transportation provided to families who are employed;
- Refundable earned-income tax credits;
- Contributions to, and distributions from, Individual Development Accounts under TANF; and
- Services that do not provide basic income support such as counseling or case management.

XIII. ESTABLISHMENT OF THE FSS ESCROW ACCOUNT

The FSS Program provides for the establishment of an escrow account. The escrow monies become available to the family when the FSS participant has fulfilled their obligations under the FSS Contract of Participation (HUD-52650).

The FSS contract contains a baseline for all future escrow credit by documenting the initial Annual Income, Earned Income, and Total Tenant Payment (TTP) based on 30% of monthly Adjusted Annual Income. Future escrow credit is based on an increase in the family's TTP, exclusively from an increase in the family's **earned** income.

MSHDA does NOT allow for any interim disbursements of escrow accounts.

The escrow disbursement is the amount in the family's escrow account, **less any amount owed to MSHDA.**

XIV. REQUIRED CONTACT WITH FSS PARTICIPANTS

The maximum case load for the FSS program is 125 FSS participants per full-time FSS Resource Coordinator. At a minimum the FSS Resource Coordinator must meet with each participant on a quarterly basis. All four of these meetings should be face-to-face unless participant requests that two of the meetings be by phone due to work, transportation or child care issues. The quarterly meetings must be substantive and include a review of the ITSP, discussion of any barriers that the participant is currently experiencing in achieving goals and about progress that the participant has made so far in completing their goals. Any changes made to the ITSP must be updated in Elite within seven days of the meeting. E-mail contact is not acceptable for meeting quarterly requirements but can be used for added contact each quarter.

All quarterly meetings must be documented using the FSS Participant Contact Form (FSS-326) and placed in the participant's file. This will result in a minimum of four completed FSS Participant Contact (FSS-326) forms per calendar year. Each form must be filled out completely and include a summary in the case notes section about what was discussed during the quarterly meeting.

If the participant has difficulties meeting during traditional office hours due to work schedule, the FSS Resource Coordinator should offer opportunities for face-to-face contact during non-traditional hours such as nights or weekends for at least two of the four required contacts. FSS participants shall not be required to travel more than 30 miles to meet with their assigned FSS Resource Coordinator.

If a participant fails to meet the quarterly contact requirement, the FSS Resource Coordinator mails the FSS Participation Case Closure—10 Day Notice (FSS-96a) indicating termination from the FSS program to the participant. If there is no response from the participant within 10 days, all case notes and the FSS Participation Case Closure (FSS-96b) is scanned or mailed to MSHDA's FSS staff for termination in Elite.

XV. CONTRACT EXTENSION

Maximum FSS Contract extension time allowed by HUD is 24 months. Extensions to a FSS contract will be considered for the following reasons only:

- Documented serious emotional, mental or physical illness of long term duration of FSS Participant or immediate family member.

- Documented involuntary loss of employment.
- Involuntary change of head of household due to death or desertion. Head of Household who assumes the FSS contract is required to develop an ITSP and meeting requirements to successfully graduate.

If a FSS participant requests an extension to his/her contract, the following documents must be completed and mailed or scanned to MSHDA's FSS staff:

- A signed Contract of Participation Extension Request Form (FSS-34)
- A written statement from the FSS Resource Coordinator stating why the extension should be granted, and
- A written statement from the FSS participant stating why the extension should be granted.

If an extension is granted, MSHDA's FSS staff will extend the contract date in Elite and the FSS participant will resume their contract with the new end date. Escrow continues to accrue during the extension period.

XVI. GRADUATION

The FSS Contract of Participation (HUD-52650) is considered to be complete and a family's FSS participation is concluded when one of the following four sets of completion criteria have been met:

- The family has fulfilled all of its obligations under the contract *on or before the expiration of the contract*.
 - Head of Household is employed for at least 12 months of the last year of the contract and must be employed on the last day of the contract. Any deviation to the 12 month rule has to be approved by MSHDA FSS staff. HUD requires that the participant be employed the last day of the contract.
 - No family member has received cash assistance for 12 months prior to the contract end date.
 - Head of Household has completed the required Financial Capability classes
 - Stated goals in the ITSP have been completed.
- Thirty percent of the monthly-adjusted income equals or exceeds the published Fair Market Rent (FMR) for the family unit size for which the family qualifies.
 - Head of Household is employed on the date of contract completion.
 - No family member is receiving cash assistance on the date of contract completion.
 - Head of Household has completed the required Financial Capability classes.

- The family has exceeded the HCV payment standards leading to over income and/or \$0 paid in Housing Assistance Payment (HAP) **and** 30 percent of their monthly-adjusted income equals or exceeds the published Fair Market Rent (FMR) for the family unit size for which the family qualifies.
 - Head of Household is employed on the date of contract completion.
 - No family member is receiving cash assistance on the date of contract completion.
 - Head of Household has completed the Financial Capability classes.

- The family is moving into homeownership.
 - Head of Household is employed for at least 12 months of the last year of the contract and must be employed on the last day of the contract.
 - No family member is receiving cash assistance (TANF) on the date of contract completion.
 - Head of Household has completed the required Financial Capability classes.
 - Stated goals in the ITSP have been completed.
 - FSS participant must supply the FSS Resource Coordinator with proof of homeownership. Proof of homeownership may be demonstrated with a signed HUD-1. In addition, another proof of homeownership may be requested.

The FSS Resource Coordinator needs to meet with the FSS participant to process graduation within 60 days before the last day of the participant's contract. If MSHDA FSS staff informs the FSS Resource Coordinator that the FSS participant has gone over income for the program before the end of their contract, the FSS Resource Coordinator must obtain the required graduation documentation and forward it to MSHDA FSS staff within 14 calendar days.

The following forms must be submitted to MSDHA's FSS staff by either scanning and emailing or mailing, by the last day of the participant's contract or graduation date:

- All case notes and correspondence
- Final ITSP signed by FSS participant and Resource Coordinator
- Proof that Financial Capability was completed (copy of the Financial Capability Counseling Referral (FSS-101) or Certificate of Completion)
- FSS Participant Exit Interview (FSS-149)
- Welfare Status form (FSS-148)

If it is determined that the FSS participant does not meet the requirements to graduate 60 days prior to the last day of his/her contract, a final FSS Participation Case Closure (FSS-96b), or a Contract of Participation Extension Request (FSS-34) must be submitted by the last day of the contract date.

XVII. EARLY GRADUATION

Automatic early graduation will be granted for FSS participants who meet all graduation requirements outlined above and one of the following criteria:

- Purchasing a home
- Porting out of state if participant has been in the program a full year
- 30 percent of the monthly-adjusted income equals or exceeds the published Fair Market Rent (FMR) for the family unit size for which the family qualifies.
- The family has exceeded the HCV payment standards leading to over income and/or \$0 paid in Housing Assistance Payment (HAP), **and** 30 percent of the monthly-adjusted income equals or exceeds the published Fair Market Rent (FMR) for the family unit size for which the family qualifies.

If early graduation is requested for another reason, the following documents are required:

- Early Graduation Request (FSS-35)
- A written statement from the FSS Resource Coordinator stating why the early graduation should or should not be granted.
- A written statement from the participant stating why the early graduation should be granted.

If an early graduation request is granted, the FSS participant will graduate the following month.

XVIII. CONTRACT TERMINATION

Contract Termination by FSS Resource Coordinator's for Non-Compliance

Refer to the FSS Participation Case Closure (FSS-96) for valid termination reasons. Note: Non-contact after two requests to meet for the required quarterly face-to-face or phone contact is reason for termination.

The FSS Resource Coordinator mails the FSS Participation Case Closure—10 Day Notice (FSS-96a) indicating termination from the FSS program to the participant. If there is no response from the participant within 10 days, all case notes and the FSS Participation Case Closure (FSS-96b) is scanned and emailed or mailed to the MSHDA's FSS staff for termination in Elite.

Termination by MSHDA due to HCV Violations

If at any time the HCV/FSS participant violates the HCV program regulations, he/she will automatically be terminated from the FSS Program and will forfeit any accumulated escrow. MSHDA's FSS staff will forward the FSS Participation Case Closure (FSS-96b) to the FSS Resource Coordinator and the FSS participant. The

FSS Resource Coordinator will forward any case notes to MSHDA's FSS staff within seven days.

XIX. PORTABILITY

Outgoing Portability and Absorbing HCV/FSS

FSS participants may port their FSS contract to another Public Housing Authority (PHA), in or outside of Michigan, if the receiving PHA is absorbing the HCV.

If the following conditions are met, an FSS participant may port his/her FSS contract (HUD-52650).

- Participant must be in good standing with the Housing Choice Voucher (HCV) program and the FSS Program; and
- Participant must be active on the FSS Program for at least 12 months; and
- The receiving PHA has an active FSS Program; and
- The receiving PHA is absorbing the HCV, the FSS Contract of Participation (HUD-52650), and accepts the FSS escrow funds.

MSHDA FSS staff will contact the receiving PHA's FSS Coordinator to confirm the portability conditions. If the receiving PHA is willing to absorb the FSS participant, the escrow balance, ITSP, and Contract of Participation will be forwarded to the receiving PHA when MSHDA is notified that the HCV has been absorbed.

Prior to porting, MSHDA may successfully graduate the FSS participant if he/she:

- Is in good standing with the HCV Program, have completed the three mandatory goals for the FSS Program (listed in Section XVI), and they have been active on the FSS Program for at least 12 months.
 - If the FSS participant does not wish to graduate prior to porting and the receiving PHA is willing to absorb the FSS contract, the FSS participant may choose to continue the FSS contract with the receiving PHA.

Prior to porting, MSHDA may terminate the FSS participant:

- If the receiving PHA will not absorb the FSS contract (HUD-52650) and/or the FSS participant has failed to complete the three mandatory goals for the FSS Program (listed in section XVI).
- If the FSS participant has not been active on the FSS Program for at least 12 months, the FSS contract will be automatically terminated according to HUD regulations.

Outgoing Portability – Administering HCV

FSS participants may not port their FSS contract to another Public Housing Authority (PHA), in or outside of Michigan if MSHDA will still be administering the HCV.

Prior to porting, MSHDA may successfully graduate the FSS participant if they are in good standing with the HCV Program, have completed the three mandatory goals (listed in Section XVI) for the FSS Program, and they have been active on the FSS Program for at least 12 months.

Prior to porting, MSHDA may terminate the FSS participant if he/she has failed to complete the three mandatory goals for the FSS Program and/or the participant has not been active on the FSS Program for at least 12 months.

Transfers within the State of Michigan

MSHDA may allow FSS participants to transfer his/her FSS Contract of Participation (HUD-52650) to another county if the participant is in good standing with the HCV Program, the FSS Program, and the receiving county has an available FSS slot.

Upon notification from the participant, the initial FSS Resource Coordinator will forward the complete FSS participant file to the MSHDA FSS Coordinator who will send it on to the receiving FSS Resource Coordinator.

XXI. SUMMARY OF FSS PARTICIPANTS RESPONSIBILITIES

The Head of Household of the participating family agrees to:

- Comply with the HCV Rental Assistance Program and the FSS Contract of Participation (HUD-52650).
- Seek and maintain suitable employment. Must be employed the last twelve consecutive months of the FSS Contract of Participation (HUD-52650) unless otherwise approved by MSHDA FSS staff or if the participant goes over income for the program.
- Along with the FSS Resource Coordinator, develop interim and final goals and outline them in an ITSP. Each ITSP is unique to the participant and can be modified as the participant's situation changes.
- Meet with their FSS Resource Coordinator face-to-face at least four times per calendar year to review goals, personal status and make any necessary changes to the ITSP throughout the duration of the FSS Contract of Participation (HUD-52650). If requested by the FSS participant, two of these meetings may take place by telephone.
- Attend the Financial Capability sessions within the first year of the FSS contract begin date. Exceptions to this due to transportation, work schedule or child care issues are taken on a case by case basis.
- Contact their assigned HA to make income and household changes.
- FSS participant's entire household cannot receive any type of cash assistance designed to meet a family's ongoing basic needs during the final 12 months on the FSS Program.
 - Cash maintenance does not include HCV rent payments, Medicaid, childcare, transportation, food assistance, Social Security and SSI.

- FSS participant **must** contact their FSS Resource Coordinator when they:
 - Move/Transfer within Michigan or port out of State.
 - Have a Head of Household change.
 - No longer receive HCV Rental Assistance payments.

XXII. SUMMARY OF FSS RESOURCE COORDINATORS RESPONSIBILITIES

Service Coordination (60%) The FSS Resource Coordinators will manage cases of the FSS participants by performing the following activities:

- Conduct an Initial Briefing with FSS participants to determine his/her interests, strengths, limitations and barriers to becoming economically independent and self-sufficient.
- Develop the ITSP with the Head of Household and other interested members of the FSS family.
- Deliver casework services to the FSS family. Casework services shall include:
 - a) evaluating family members' job marketability
 - b) providing supportive counseling and constructive feedback
 - c) exploring problem-solving models with the family, and
 - d) understanding and performing the roles of a case manager providing client advocacy, technical assistance, and supportive counseling.
- Provide job linkages through referrals to the local Michigan Works! Agency and other employment agencies in the community.
- Evaluate and update ITSP goals through four face-to-face meetings per year.
- Ensure that the FSS participant completes the goals set forth by HUD in the FSS Contract of Participation:
 - Head of Household is employed for at least 12 months of the last year of the contract and must be employed on the last day of the contract. Exceptions to this are taken on a case by case basis. Participants **must** be employed the last day of the contract per HUD regulations.
 - No family member has received cash assistance for 12 months prior to the contract end date.
- Make recommendations to the MSHDA FSS Coordinator concerning graduation, extension, or termination of the FSS participant's contract.
- To educate participants on how best to use their escrow funds and the value of homeownership.

Resource Knowledge & Continuum of Care (25%) The FSS Resource Coordinators will make local resources available to FSS participants by performing the following activities:

- Identify local support agencies, provide this information to the family, and provide referrals to resources and activities.
- Must attend at least one Continuum of Care meeting per calendar year and provide members with FSS Program information.

- FSS regulations require the establishment of a Program Coordinating Committee (PCC) at the local level. The Continuum of Care will serve as the local PCC for the FSS Program.

Administrative & Other (15%) The FSS Resource Coordinators will perform the following administrative activities:

- Complete all required FSS forms and enter FSS data into Elite.
- Attend any mandatory MSHDA FSS meetings.
- Seek to continuously build case management skills.
- Market the FSS program in his/her assigned counties to help maintain allocated slots at full capacity.

XXIII. SUMMARY OF MSHDA FSS STAFF RESPONSIBILITIES

- Train new and current FSS Resource Coordinators on FSS policy and procedures.
- Assist FSS Resource Coordinators in performing his/her essential job duties including form coordination and Elite data entry.
- Analyze on-going program effectiveness and make recommendations for modification of FSS Program guidelines to achieve greater efficiency and effectiveness.
- Audit/Authorize FSS Contract Extension requests to ensure “good cause” and process within 30 days of submission.
- Audit/Authorize FSS Early Graduation requests within 30 days of submission.
- Audit and process FSS Participant Graduations within 60 days receiving required graduation documentation from FSS Resource Coordinator.
- Process FSS Participant Case Closures (FSS-96b) within 30 days of submission.
- Maintain data log of successful FSS payouts for HUD reporting.
- Monitor FSS Resource Coordinators and the status of FSS participants.
- At least once a year complete an on-site monitoring visit with the FSS Resource Coordinator to determine compliance with performance standards.
- Issue findings to FSS Resource Coordinator within 30 days resulting from monitoring and ensure findings are cleared within 90 days of issuance.
- Mediate between the FSS Resource Coordinator and FSS participant when necessary.
- Ensure effective communication between the FSS Resource Coordinator and the Housing Agent.

XXIV. PERFORMANCE MEASURES FOR FSS RESOURCE COORDINATORS

MSHDA FSS staff will measure the FSS Resource Coordinators performance on the activities described above based on:

- Quality On-Site Reviews

- Data entry, Reports and Required Paperwork Submission
- Responsiveness to MSDHA staff.

Quality On-Site Reviews

Quality On-Site reviews will be completed at a minimum once in a calendar year. MSHDA reserves the right to review more frequently as deemed necessary. MSHDA FSS staff will measure the following standards when conducting Quality On-Site Reviews:

- Required forms and case notes being present and signed where appropriate in the Participant's file. Required items are as follows:
 - FSS Contract of Participation (HUD-52650)
 - Certification of Income (FSS-107)
 - FSS Application (FSS-322)
 - Briefing First Notice (FSS-1634a) or letter on agency letterhead inviting participant to attend briefing.
 - Briefing Summary (FSS-145) signed and dated by both the FSS Resource Coordinator and FSS participant.
 - The ITSP (FSS-325) signed and dated by both the FSS Resource Coordinator and the FSS Resource Coordinator.
 - Key to Own Program Participation Confirmation (HO-204)
 - Other forms present when applicable. These include: Contract of Participation Extension Request (FSS-34), Early Graduation Request (FSS-35), Head of Household Change (FSS-51) and Change of FSS Resource Coordinator (FSS-140)
- Required minimum participant contacts are achieved as evidenced by the presence of:
 - At a minimum, four completed FSS Participant Contact (FSS-326) forms annually noting if the meeting was face-to-face and the meeting location.
 - Other case notes/referrals present in file
 - Updates to the ITSP

The FSS Resource Coordinator rating will be determined by the following criteria:

- **Meets Expectations:** To achieve an overall Meets Expectations rating, the Agency has received 80 percent results in all Quality On-Site Review Standards.
- **Low Performing:** A overall Low Performing Rating will be assigned to an Agency who has results under 80 percent.

Data Entry, Reports and Required Paperwork Criteria

All participants ITSP's should be entered into Elite within fourteen working days of the initial briefing appointment. The ITSP also must be updated in Elite anytime a change is made. FSS Resource Coordinators are responsible for entering the services needed and met in the FSS addendum in Elite.

MSHDA FSS Staff will monitor these requirements by running monthly reports in Elite that show how many ITSP's are entered, sorted by agency. MSDHA FSS staff will also monitor Elite whether FSS Resource Coordinators are submitting required termination, extension and graduation documents in the required timeframes.

FSS Resource Coordinators will be required to submit a quarterly data report detailing data of their assigned FSS participants. The FSS Quarterly report will be due by the 15th of the month following the last day of the quarter.

FSS Resource Coordinators need to be timely in turning in required documentation for graduations, terminations, and extension requests. Graduation paperwork must be turned in by the last day of the participant's contract. Extension requests need to be made before the participant's contract expires. Terminations requests are to be submitted to MSHDA within one week of sending the FSS-96b to the participant.

The FSS Resource Coordinator agency rating will be determined by the following criteria:

- **Meets Expectations.** To achieve an overall Meets Expectations rating, the Agency has achieved 80 results in all Data Entry and Reports standard.
- **Low Performing:** An overall Low Performing Rating will be assigned to an agency who has results under 80 percent.

Responsiveness to MSHDA Staff:

The standard for responsiveness to MSHDA FSS staff will be measured by the FSS Resource Coordinator to all calls, emails and correspondence from MSHDA FSS staff **within two business days.**

The FSS Resource Coordinator will be determined by the following criteria:

- **Meets Expectations.** To achieve an overall Meets Expectations rating, the Agency has received 80 percent results in all Response to MSHDA Staff Standards.
- **Low Performing.** An overall Low Performing Rating will be assigned to an Agency who has results under 80 percent.

Low Performance Ratings

Low performance ratings can occur during a Quality On-Site Review, Data Entry and Reports Submission, and Responsiveness to MSHDA FSS staff.

If a FSS Resource Coordinator Agency receives two or more overall Low Performance Ratings, they will be required to submit a Corrective Action Plan to the Homeless Programs Manager of the Rental Assistance and Homeless Solutions Division for approval.

Uncorrected Deficiencies

If the standards set forth for performance are not met per notification by MSHDA, a Correction Action Plan will be required and must be submitted no later than five (5) business day to the Homeless Programs Manger of the Rental Assistance and Homeless Solutions Division for review and approval. Once approved, the FSS Resource Coordinator will have sixty (60) days to successfully implement the action plan, correct all deficiencies, and maintain a Meets Expectations Performance rating in all Performance Standards for at least the ninety (90) days following the approval of the Correction Action Plan. Failure to correct deficiencies within the required time frame will result in material breach of the contract.