

## Before Starting the CoC Application

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

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

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

1. The FY 2023 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2023 CoC Application Detailed Instructions which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

Your CoC Must Approve the Consolidated Application before You Submit It

- 24 CFR 578.9 requires you to compile and submit the CoC Consolidated Application for the FY 2023 CoC Program Competition on behalf of your CoC.

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

Answering Multi-Part Narrative Questions

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

Attachments

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

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

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

## 1A. Continuum of Care (CoC) Identification

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

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

**1A-1. CoC Name and Number:** NY-604 - Yonkers, Mount Vernon/Westchester County CoC

**1A-2. Collaborative Applicant Name:** Westchester County Dept. of Community Mental Health

**1A-3. CoC Designation:** CA

**1A-4. HMIS Lead:** Westchester County Department of Social Services

## 1B. Coordination and Engagement–Inclusive Structure and Participation

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

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

<b>1B-1.</b>	<b>Inclusive Structure and Participation–Participation in Coordinated Entry.</b>	
	NOFO Sections V.B.1.a.(1), V.B.1.e., V.B.1f., and V.B.1.p.	
	In the chart below for the period from May 1, 2022 to April 30, 2023:	
	1. select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC’s coordinated entry system; or	
	2. select Nonexistent if the organization does not exist in your CoC’s geographic area:	

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

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

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

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

(limit 2,500 characters)

1. The CoC communicated open invitations at all events & regularly at Board meetings. Information is posted on our website encouraging new members (<https://www.wcochohomeless.org/how-to-get-involved>). This website was distributed electronically whenever events were advertised or promoted. At every public event, upcoming subcommittee meeting participation was encouraged. Board members and sub-committee chairs actively recruited new members. We used opportunities such as data and letter of support requests to recruit new member agencies. CoC staff attended other community meetings to promote the CoC and engage potential members. New agency members include Westchester Disabled on the Move and Westchester/Putnam Career Center as well as new subcommittee member agency New Destiny Housing. Domestic Violence provider Urban Resource Institute attended for the first time as part of their initiative to learn about and potentially become part of the Westchester system of care.

2. The CoC ensured effective communication to individuals with disabilities by having our website & materials created with ADA requirements in mind using guidance from the platform developers. Our video materials were made available in closed caption & meetings were held via accessible electronic formats. Meeting materials included various ways to join meetings and an invitation to inform meeting facilitators if they are experiencing issues. In some cases, meeting facilitators have reached out to some members we thought might have difficulty with on-line meetings to ensure access.

3. Through our AREA-C (Anti-Racism Evaluation & Advisory Committee), the CoC has invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity. Board members have reached out personally to administrators of these organizations to increase membership. CoC staff have reached out to LGBTQ+ -serving organizations in public forums to engage and increase membership. Though the CoC currently includes a number of organizations that serve persons with disabilities, we continue to encourage new membership with every communication and on our website.

1B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness.	
	NOFO Section V.B.1.a.(3)	

Describe in the field below how your CoC:	
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness, or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information;
3.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats; and
4.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

(limit 2,500 characters)

1. Our Annual Meeting and Meeting on Priorities were held 12/8/22 & 6/21/23, respectively to solicit public opinion on community needs. We heard from providers, persons with lived experience of homelessness & advocates on housing & services for domestic violence survivors, people with mental health issues, people experiencing street homelessness, LGBTQ+ households and requests for building certified peer counselor capacity in CoC programs and improving child care assistance to families experiencing homelessness. Post-training surveys on CoC-conducted trainings were completed regarding the quality of the training & soliciting ideas for additional training & resources. At our post PIT-Count debrief, we solicited information not only regarding the operation of the PIT Count itself, but impressions & feedback from the enumerators about their experiences. Our sub-committees provide feedback on CoC operations. Our CoC staff with lived experience held forums at our family shelters.
2. Our CoC communicated invitations for feedback during public meetings & other forums. We used virtual platforms to increase access & invite feedback through the chat & immediate verbal input. All meeting materials included various ways to join meetings & an invitation to contact meeting facilitators with comments or questions. Public forum meetings were recorded, & information placed in the "chat" was later emailed as well as power points & other materials used during the meetings to encourage input. Meetings are held virtually, in person or via hybrid; whichever way is going to be most effective in engaging productive dialogue.
3. The CoC ensured effective communication to individuals with disabilities by having our website & materials created with ADA requirements in mind using guidance from the platform developers. Our video materials were made available in closed caption & meetings were held via accessible electronic formats.
4. Our CoC took into consideration information gathered in public meetings. The issues raised by the public were brought back to the Board for further evaluation of strategies to address unmet needs through current/potential funding opportunities, & through our relationships with member agencies. Discussion is encouraged at Board meetings, from the many points of view represented. We refer back to the Meeting on Priorities list to inform decisions related to CoC- and non-CoC funding opportunities including this year's NOFO BONUS project selection.

1B-4.	Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding.	
	NOFO Section V.B.1.a.(4)	
	Describe in the field below how your CoC notified the public:	
1.	that your CoC will consider project applications from organizations that have not previously received CoC Program funding;	
2.	about how project applicants must submit their project applications—the process;	
3.	about how your CoC would determine which project applications it would submit to HUD for funding; and	
4.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats.	

**(limit 2,500 characters)**

1. The CoC widely emailed, posted on social media & posted to our website a notice that our local competition was open and agencies could apply to operate new projects by submitting a form outlining their project scope, budget and qualifications based on priorities set by the Board using our needs assessments, the HUD NOFO, results of our public annual meetings, & member experience. The application form made it clear that organizations that have not previously received CoC Program funding were encouraged to apply, and it included 2 ADDITIONAL points (added to the 20 point maximum) for any proposals submitted by an organization that had not previously received CoC program funding.

2. The notice and application form included clear instructions on how project applications must be submitted for those who were interested in applying. A proposer’s conference was also held virtually to answer any questions related to the local competition or the instructions to apply. Proposers were also invited to submit questions to the CoC Co-Chair that would be answered prior to the submission deadline.

3. The application form clearly described how the CoC would determine which project applications it would submit to HUD for funding and a Proposer’s conference was held virtually to respond to any related questions.

4. Our website & materials, including those related to this notice & application form were created with ADA requirements in mind using guidance from the platform developers. The proposer’s conference was held virtually with multiple ways to participate. All materials related to the NOFO can be found here: <https://www.wcohomeless.org/fy2023applications>

# 1C. Coordination and Engagement

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

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

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

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with the Planning or Operations of Projects?
1.	Funding Collaboratives	No
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Yes
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes
12.	Organizations led by and serving LGBTQ+ persons	Yes
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	No
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	Yes
	Other:(limit 50 characters)	



18.		
-----	--	--

<b>1C-2.</b>	<b>CoC Consultation with ESG Program Recipients.</b>	
	NOFO Section V.B.1.b.	

Describe in the field below how your CoC:

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

**(limit 2,500 characters)**

1. Our CoC Board formally adopted & distributed to all local ESG recipients 2023 ESG Funding Priorities to best address homelessness and racial equity. Our CoC recommends prioritizing ESG funds to activities that serve households already homeless (emergency shelter, RRH, street outreach) because households experiencing homelessness are most at risk for adverse outcomes and COVID-19. Because people of color are disproportionately likely to be homeless in Westchester County, targeting ESG funds towards those currently homeless addresses racial equity.

From 2017 to 2022 Westchester CoC distributed ESG funding recommendations that were followed by Yonkers ESG to add funding for street outreach and RRH and by Westchester County & Mount Vernon to add funding for emergency shelters & outreach.

One of our CoC Board Co-Chairs led the development of the current plan used by Yonkers ESG to make funding decisions. Our other CoC Co-chair served as a RFP scorer to choose Mount Vernon ESG-CV subrecipients.

CoC staff developed a Coordinated Entry referral pipeline from DSS District Offices, school liaisons and soup kitchens to ESG projects using a locally designed assessment tool.

A CoC Co-chair helped ESG jurisdictions reallocate ESG-CV funding to meet HUD spending deadlines.

2. Westchester CoC has conducted monitoring audits of ESG projects annually since 2015; Yonkers ESG, Westchester County ESG, & Mount Vernon ESG were monitored in 2023 (NYS ESG audit is scheduled for November). CoC staff meet regularly with ESG recipients & providers to plan ESG program performance improvements. The CoC offered ESG compliance trainings on 2/22/23 and 9/21/23 and an ESG Coordinated Entry training on 2/18/22.

3. Our CoC provides local ESG recipients (Yonkers, NYS, Westchester County, Mount Vernon) and other local Con Plan jurisdictions (New Rochelle & White Plains) with essential information & statistics to address the needs of the homeless in their Con Plans including PIT count, HIC and CoC funding data.

4. We provide HMIS access & data sharing; details on CoC activities and local services; and assistance identifying unmet needs to create local Con Plan sections on homelessness & housing.

CoC staff helped Mount Vernon to write the Racial Equity and Homeless sections of their Annual Action Plan.

The CoC helped local Con Plan jurisdictions gather public input on HOME-ARP allocation; a CoC Co-chair provided statistics for annual action plan amendments for HOME-ARP.

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

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

1.	Conducted mandatory training for all CoC- and ESG-funded service providers to ensure families are not separated.	Yes
2.	Conducted optional training for all CoC- and ESG-funded service providers to ensure families are not separated.	Yes
3.	Worked with ESG recipient(s) to adopt uniform anti-discrimination policies for all subrecipients.	Yes
4.	Worked with ESG recipient(s) to identify both CoC- and ESG-funded facilities within your CoC's geographic area that might be out of compliance and took steps to work directly with those facilities to bring them into compliance.	No
5.	Sought assistance from HUD by submitting questions or requesting technical assistance to resolve noncompliance by service providers.	No

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

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

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

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

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

(limit 2,500 characters)

The CoC has formal partnerships in the form of executed MOU's with Family Services of Westchester and Urban Strategies, which are local Head Start and Early Head Start providers. These MOU's ensure that children in homeless families are referred to and enrolled in Head Start and Early Head Start services. The CoC and the Head Start provider agencies agreed that the CoC will ensure that homeless family housing programs are aware of these early childhood programs. Head Start providers distribute informational materials such as flyers to family housing agencies in Westchester County. Housing program staff then refer homeless children under the age of 5 to Early Head start or Head Start.

Our CoC Board includes a representative from BOCES (a state-funded local education agency) who coordinated all McKinney-Vento liaisons in all local school districts. DSS contracts with Urban League to provide staff who ensure that all children in family emergency shelters are attending school in the district of their choice.

CoC staff provide training to school liaisons in our Coordinated Entry process for imminently homeless households, so that the at-risk families they serve can be efficiently assessed for and referred to homelessness prevention services.

Our CoC also has an MOU with the Child Care Council of Westchester which helps homeless and other low-income families to obtain child care subsidies and navigate child care resources, including center-based care, family day care, and other county-reimbursed child care options.

1C-4b.	Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services.	
--------	--	--

NOFO Section V.B.1.d.

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

(limit 2,500 characters)

DSS staff and family shelter Educational Liaisons provide information on McKinney-Vento services and busing available to all residents and make arrangements to ensure children are able to attend the school of choice.

Our CoC has agreed to inform homeless individuals and families who are eligible for educational services by conducting an Early Head Start/Head Start training once per year. We invite Early Head Start/Head Start agencies, case workers, social workers and Direct care staff to attend a (2) hour training session where information is shared about each agencies' program. This training is subsequently recorded and posted to our CoC website under our 'Trainings and Materials' section.

In addition, all CoC Coordinated Entry access point staff explain several educational services available to families with children during Coordinated Entry enrollment. Each child is assessed for their needs by the Educational Liaison at their shelter placement where families are then informed of services available to their children. Lastly, the CoC maintains open communications with each Early Head Start/Head Start agency. The CoC Planning Associate, Jenny Badree, distributes all informational flyers, resource guides and contact information from each partner agency to our family shelters.

The DSS Office for Workforce Development (OWD) assesses the employability of adults experiencing homelessness and link them to appropriate adult education, job skills training, and job search assistance. The OWD is a member of our CoC Board and our Self-Sufficiency Committee to better integrate these services with CoC provider case management.

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

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

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

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

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

	Organizations	
1.	state domestic violence coalitions	Yes
2.	state sexual assault coalitions	No
3.	other organizations that help this population	Yes

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

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

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

**(limit 2,500 characters)**

1. Our CoC continually collaborates with organizations who provide housing and services to survivors of domestic violence, dating violence, sexual assault and stalking to update CoC-wide policies.

\* In 2018 we added a dedicated DV Services Agency member to the CoC Board - currently held by Hope's Door, a Westchester based VSP. In late 2022 we welcomed a new-to-us VSP to Westchester, New Destiny. New Destiny provides New York City with over a dozen state funded housing programs which include services specific to DV survivors. We have representatives from all 4 of the VSPs serving the county including My Sisters' Place, Hopes Door, First Steps to Heal & New Destiny plus the County Office for Women as part of the DV Resource Committee to advise our CoC Board of the needs and barriers experienced by DV survivors;

\* In 2021 the CoC Board passed EHV prioritization rules for referral which place DV survivors as Priority Category #1 (out of 6 eligible populations). To date, 97 DV Survivor households in our CoC have secured housing through EHV (30% of 327 total households in housing);

\* In 2023 we continue to build upon our collaboration with VSP's and the Office for Women to use FY2021 DV Bonus funding through the addition of the dedicated DV Coordinated Entry Assessor so that clients who provide informed consent can be added to HMIS and enrolled in CE to be prioritized for all housing programs for which they meet the criteria, including the new DV specific permanent housing opportunity funded by ESSHI through New Destiny.

\* Our Program Administrator, Allison McSpedon LMSW, who facilitates all of our case conferencing meetings, is also the co-chair of the DV Resource Workgroup and a PWLE with DV. Her role is to inform, educate and be a resource, especially as a participant in creating CE policy that impacts DV survivors in our system.

2. We provide annual training (last held 12/20/22) to all direct care staff about DV and its related crimes, trauma-informed care, and the indicators that a client or family experiencing homelessness may also be experiencing abuse.

We provide an open channel of communication between direct care staff and VSP at all times via phone and email so that VSP can advise staff and be directly connected to clients whenever the need arises. Our Program Administrator is the housing and homelessness liaison to the Westchester Domestic Violence Council and the New York State Office for the Prevention of Domestic Violence.

1C-5b.	Coordinated Annual Training on Best Practices to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC coordinates to provide training for:	
1.	project staff that addresses best practices (e.g., trauma-informed, victim-centered) on safety and planning protocols in serving survivors of domestic violence and indicate the frequency of the training in your response (e.g., monthly, semi-annually); and	
2.	Coordinated Entry staff that addresses best practices (e.g., trauma informed care) on safety and planning protocols in serving survivors of domestic violence and indicate the frequency of the training in your response (e.g., monthly, semi-annually).	

**(limit 2,500 characters)**

Our CoC provides trainings for both CoC project and Coordinated Entry staff that address safety and best practices using a two-pronged approach. We offer annual trainings facilitated by Victim Service Provider partners' staff to ensure shelter, outreach and housing providers as well as Coordinated Entry staff are knowledgeable about the nature of DV, the specific challenges it presents, and trauma-informed client engagement. Our most recent DV training was held on December 20, 2022. Our next training will take place before the end of 2023.

We also created the DV Resource Workgroup to train and support all staff on an ongoing basis as they serve DV survivors to address the specific needs of each case. The group meets monthly and is available between meetings via phone and email for consultation. The DV Resource Workgroup is led by Jhalishia Slaughter, the Senior Transitional Coordinator for My Sister's Place and a New York State Coalition Against Domestic Violence Co-chair Emeritus for the Hudson Valley Region, and Licensed Master Social Worker and CoC System Manager, Allison McSpedon. Allison is also the facilitator for all of our case conferencing meetings for all CoC housing referrals and creates a trauma informed and person-centered framework for the discussion of all cases of homelessness.

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

**(limit 2,500 characters)**



1) Coordinated Entry placements are made taking survivor safety into account. No referrals are made to housing located where the participant may encounter their abuser. DV survivors are always placed in communities where they are able to live safely.

Our CoC works closely with all 4 of Westchester’s DV service and shelter providers to ensure housing services provided are safety-focused, trauma-informed and victim-centered. Our CoC is also a member organization of the Westchester DV Council, led by our County Office for Women. The DV Council is a Coordinated Community Response to DV; it includes survivors, the DA, Probation, civil and criminal legal services providers, judges, and DV advocacy groups. Our CoC has a designated liaison to the Council and an experienced DV provider is a voting member of our CoC board. Services include safety planning, advocacy, legal assistance, court accompaniment, help getting orders of protection, emergency shelter and other housing needs. Referrals are made for other services.

2) On 12/20/17 our CoC adopted a VAWA compliant Emergency Transfer Plan following HUD-5381 allowing DV survivors to request priority housing transfer if they feel unsafe in their current placement. Our Coordinated Entry policies give priority to survivors needing an emergency transfer allowing them to take the next available safe housing vacancy for which they are eligible. We have a DV specific Coordinated Assessor to keep survivor identity confidential during the referral process.

Through the coordinated network of CoC and all of the public and private agencies serving DV survivors, survivors are referred to the CoC’s Coordinated Entry system for housing placement and prioritized based on their safety and other needs. To preserve confidentiality DV clients are enrolled in Coordinated Entry with their informed consent that their information will only be used for the purposes of housing. In the event that an additional level of confidentiality is needed, client records can be hidden using controls within our HMIS software. Upon referral, survivors are connected with a housing provider who helps them find an apartment as well as needed subsidies and other supports. Clients choose their housing type and location and are counseled with respect to the safety implications of different housing options. In addition to the staff of our CoC’s shelter, housing, and outreach providers, DSS has three DV liaisons who help assess and refer DV survivors.

1C-5d.	Used De-identified Aggregate Data to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	

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

(limit 2,500 characters)

Victim-Service Providers My Sister’s Place and Hope’s Door, working within the Westchester County Continuum of Care, currently use a comparable database. Aggregate de-identified data from the comparable database is forwarded to our CoC for analysis of current needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.

All VSP agencies provide aggregate data on occupancy to the Westchester CoC for the Point In Time count each year, and nightly bed count information for Domestic Violence emergency shelters to Westchester DSS (which provides most of the funding for these shelters), and annual DV hotline calls statistics & local volume of DV-related orders of protection to CoC planning staff.

The Westchester CoC works closely with these three agencies to assess the needs of survivors of domestic violence and improve all of our systems to better serve this population. We have a VSP representative serving as a voting member on our CoC Board; recently all three VSP agencies providing shelter have been part of our Emergency Housing Voucher steering committee. VSP agencies facilitate our DV Resource Workgroup which meets every month to ensure our system is serving this population properly and to support staff as they serve DV survivors on a case-by-case basis.

Our CoC is committed to cultural competency in our service of DV survivors. The VSP agencies provide training sessions to ensure that other shelter, outreach and housing providers are knowledgeable about DV and trauma informed client engagement.

**&nbsp;**

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

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

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

**(limit 2,500 characters)**

1. On 12/20/2017 our CoC adopted a VAWA compliant Emergency Transfer Plan following HUD-5381 allowing DV survivors to request a priority housing transfer if they feel unsafe in their current housing. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how emergency transfers occur, and guidance to tenants on safety & security.

Our CoC requires all recipients and subrecipients to provide EVERY CoC housing project participant household with information about their rights and protections under VAWA while in CoC housing including a Notice of Occupancy Rights under VAWA (HUD 5380), a copy of the Emergency Transfer Request form (HUD 5383) and HUD 5382 Certification of Domestic Violence Alternate Documentation.

These documents clearly explain the process for CoC participants to document an incident of domestic violence and to request an emergency transfer. Project staff must document distribution of these documents to participants and keep that documentation in the client file.

Annually, CoC Planning staff audit random client files for EVERY CoC housing project to ensure these VAWA and Emergency Transfer documents have been distributed to ALL participants. In cases where non-compliance is detected, housing provider agencies must create and follow a Plan of Corrective Action.

2. Emergency transfer are requested by participants using a local version of Emergency Transfer Request form (HUD 5383) which is distributed to ALL clients when they move into housing.

3. Our Emergency Transfer Plan, Coordinated Entry procedures, and Local Written Standards give priority to CoC participants who are victims of domestic violence or sexual assault and who request an emergency transfer to a new housing unit.

Whenever possible, emergency transfers are made to a new unit within their current CoC project. This is the best and the most common outcome because it keeps the participant in contact with support staff they already trust during and after their emergency transfer.

Where it is impossible or unsafe to transfer these participants to a new unit in the current CoC project, emergency transfers are prioritized over all other referrals, and receive the next available placement for which they match the goals and any identified target populations served by the new project. CE staff monitor these referrals closely to ensure rapid placement by the new project.

1C-5f.	Access to Housing for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC:	
1.	ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have safe access to all of the housing and services available within the CoC's geographic area; and	
2.	proactively identifies systemic barriers within your homeless response system that create barriers to safely house and provide services to survivors of domestic violence, dating violence, sexual assault, or stalking.	
FY2023 CoC Application		Page 19
		09/26/2023

**(limit 2,500 characters)**

1 We used FY2021 DV Bonus funding to add a dedicated DV Coordinated Entry Specialist (assisted by staff from the County Office for Women) to better meet the needs of people experiencing homelessness who are survivors of domestic violence, dating violence, sexual assault, or stalking. ALL CoC programs are available to survivors of domestic violence, dating violence, sexual assault, stalking and human trafficking.

Our DV Coordinated Entry Specialist ensures that all survivors of domestic violence experiencing homelessness who provide informed consent are enrolled in Coordinated Entry and referred to appropriate housing meeting their needs including Rapid Rehousing, Permanent Supportive Housing or other Permanent Housing. Survivors can enter through any DV shelter or victim service provider or other community access points. The DV CE Specialist then conducts a screening to determine which housing opportunities best meet their needs, and then prioritizes and refers them to housing using a dedicated, confidential list of clients.

This DV dedicated path ensures a highly sensitive approach to handling the needs and barriers unique to DV survivors, especially the need for increased confidentiality. In addition, all clients who utilize this channel are able to follow up with their prioritization status and provide information updates through our DV CE Assessor in a manner that is tailored to their needs and experience.

2 Our CoC proactively identifies systemic barriers within our homelessness response system by seeking feedback on existing policies and inviting input on any new policies created to implement and sustain CoC programs. Opportunities to share new and existing policies are made available and discussed during the DV Resource Workgroup Meetings, Board Meetings, and Coordinated Entry meetings. Policies for DV specific programs are co-created with DV housing & service providers. Our DV liaison attends Westchester’s Domestic Violence Counsel Meetings as well as NYS OPDV meetings to seek and accept feedback as well. Our CoC DV liason is also available to stakeholders between meetings via email or phone to receive information relative to improving how we serve survivors.

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

**(limit 2,500 characters)**

Survivors with a range of lived expertise are involved in every stage of developing our CoC policies & programs. Our CoC Planning & Coordination team includes a DV PWLE & LMSW who is dedicated to creating equity for fellow survivors. Our dedicated DV Board Member from local VSP Hope’s Door brings their expertise and feedback from people who are currently fleeing or made homeless by DV. Our DV Resource Committee meetings are designed to proactively seek guidance from our county’s VSP & the Office for Women on every way our CoC touches DV survivors. The DVR meetings are also a forum for any staff member from any provider to gain assistance & guidance to engage safely & effectively with survivors on a case by case basis. In addition, our Lived Experience Advisory Group (LEAG) created by & comprised of PWLE, includes a DV survivor, regularly speaks to survivors at their monthly meetings & shelter visits to assess how survivors are impacted by our system. All three channels make recommendations to the Planning & Coordination team as well as the Board of Directors on modifications & improvements.

Our CoC safely engaged, recruited, trained, & compensated survivors to do this work via integrated partnership with VSP. VSP facilitate access to their specialized services such as shelter, counseling, legal & immigration assistance. In turn, our CoC connects the survivors served by VSP who have become homeless or are fleeing DV with all of the housing & other resources the CoC provides, including safe passage through our Coordinated Entry system.

2. Integrating the feedback from DV survivors in intentional & meaningful ways is achieved by having a dedicated seat on our Board, the DV Resource Committee, & our LEAG co-chairs so there is always an open line of communication between all stakeholders. Through these partnerships we are able to successfully operate the RISE program, facilitate DV survivors utilizing 30% of the NYS Emergency Housing Vouchers, and refer survivors to the Highgarden Tower ESSHI via Coordinated Entry.

DV survivors have unique needs & we have adapted our Coordinated Entry process to respond effectively. Like all participants in our programs, DV survivors are asked their name, gender & language preferences. In accordance with the Gender Identity Final Rule, participants are recognized as their self-identified gender. We also communicate with participants in their preferred language, utilizing translation services whenever needed through DSS.

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

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

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

Describe in the field below:
------------------------------

1.	how your CoC regularly collaborates with LGBTQ+ and other organizations to update its CoC-wide anti-discrimination policy, as necessary to ensure all housing and services provided in the CoC are trauma-informed and able to meet the needs of LGBTQ+ individuals and families;
2.	how your CoC assisted housing and services providers in developing project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy;
3.	your CoC's process for evaluating compliance with your CoC's anti-discrimination policies; and
4.	your CoC's process for addressing noncompliance with your CoC's anti-discrimination policies.

(limit 2,500 characters)

1. The CoC LGBTQ+ Inclusion policy adopted unanimously by our board reflects the contribution of many stakeholders with expertise in several disciplines, including lived experience as LGBTQ+ community members. The initial draft was created by a queer identified CoC planning team staff member with academic expertise in queer identities & policy. It was reviewed by our CoC's Anti-Racism Evaluation & Advocacy Committee membership before being recommended to the CoC Board of Directors. Finally, multiple board members with legal & policy experience as well as lived experience as LGBTQ+ community members provided further recommendations before the policy was finalized.

2. In addition to the policies & principles that guide all of our CoC programs, ESG providers are required to develop & implement project level antidiscrimination policies ensuring that LGBTQ+ individuals & families receive supportive services, shelter & housing free from discrimination. The CoC provides mandatory annual training on compliance with the Equal Access & Gender Identity Final Rules, to all shelter & outreach provider agencies (last held 12/20/22). The same training also covers how to best address special needs of LGBTQ+ persons experiencing homelessness.

3. & 4. Our CoC evaluated compliance with our CoC's anti-discrimination policies by maintaining open channels with providers of direct client care & PWLE to allow reporting of non-compliance. In the event a CoC provider is found to be non-compliant immediate action is taken through direct communication with staff. In the event that corrections are not immediately made, the project grantee is. Actions by the grantee can include a performance improvement plan for staff, re-training & additional measures. As with all providers who are not compliant with regulations, policies & the scope of the work required by their contracts with the grantees of our CoC, contracts can be terminated if efforts to remediate fail. Compliance with our LGBTQ+ Inclusion policy was added as part of our 2023 project Ranking scoring.

When clients experience discrimination from entities outside of our CoC, such as landlords & property management agencies, program & CoC staff intervene. Interventions can include mediation & education of offending individuals & their agencies, re-routing clients to individuals & agencies who do not practice discrimination & reporting to local authorities & agencies specializing in assistance with housing discrimination.

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

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

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

Public Housing Agency Name	Enter the Percent of New Admissions into Public Housing and Housing Choice Voucher Program During FY 2022 who were experiencing homelessness at entry	Does the PHA have a General or Limited Homeless Preference?	Does the PHA have a Preference for current PSH program participants no longer needing intensive supportive services, e.g., Moving On?
NYS Housing Trust Fund Corporation	17%	Yes-HCV	No
The Municipal Housing Authority for the City of Yonkers	27%	No	No

<b>1C-7a.</b>	<b>Written Policies on Homeless Admission Preferences with PHAs.</b>	
	NOFO Section V.B.1.g.	

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

(limit 2,500 characters)



We have been advocating for HCV homeless admission preferences with local PHA’s for many years. Effective January 27, 2023 NYS DHCR amended their Section 8 Housing Choice Voucher Administrative Plan to include a preference for homeless households as “Priority 1”. Since March, we have been working closely with Local Administrator CVR to implement this HCV homeless preference in Westchester. Scores of referrals to homeless preference HCV slots have been made from our Coordinated Entry and we meet every 3 weeks to case conference a by-name of these referrals with shelter providers to move these households as rapidly as possible into HCV housing.

For many years the Municipal Housing Authority for the City of Yonkers (MHACY) HCV Admin Plan has included specific households at-risk of homelessness among its locally defined “exigent circumstances” under which MHACY issues vouchers to households not on its waiting list. These at-risk households will “be discharged from a long term medical care facility.” MHACY uses this at-risk preference to house persons in nursing homes who can safely live independently but remain institutionalized because they lack access to stable housing. We are also working with MHACY to allocate a subset of HCV vouchers dedicated to homeless households as cash match for their CoC Rapid Rehousing project.

In 2021, after working with our CoC Co-chair to design the new project, New Rochelle PHA amended its HCV Admin Plan to create a homeless preference by adding a new local preference for households “who receive non-CARES Act TBRA (Tenant Based Rental Assistance) from the City of New Rochelle.” All of these TBRA households were previously living on the streets or emergency shelter in New Rochelle. This was done to provide a dependable exit strategy so the TBRA program can continue to enroll new homeless clients.

The City of New Rochelle’s Planning Department and HCV Administrator are now working with our CoC co-chair to develop a second TBRA program using 65% of New Rochelle’s HOME-ARP funding. This new TBRA program will target doubled up working poor identified by local school homeless liaisons. The HOME-ARP program is limited to 7 years ending September 2030. New Rochelle intends to revise its HCV administrative plan so that each year several HOME-ARP TBRA recipients will be transitioned off TBRA onto HCV, emptying the program before it ends in 2023.

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

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

1.	Multifamily assisted housing owners	No
2.	PHA	Yes
3.	Low Income Housing Tax Credit (LIHTC) developments	Yes
4.	Local low-income housing programs	No
	Other (limit 150 characters)	

5.		
----	--	--

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

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

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

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

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

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

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

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

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

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

<b>PHA</b>	
New York State Ho...	

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

**Name of PHA:** New York State Housing Trust Fund Corporation

## 1D. Coordination and Engagement Cont'd

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

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

1D-1.	Discharge Planning Coordination.	
	NOFO Section V.B.1.h.	

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

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

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

1.	Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe Haven, and Transitional Housing projects your CoC is applying for in FY 2023 CoC Program Competition.	17
2.	Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe Haven, and Transitional Housing projects your CoC is applying for in FY 2023 CoC Program Competition that have adopted the Housing First approach.	14
3.	This number is a calculation of the percentage of new and renewal PSH, RRH, SSO non-Coordinated Entry, Safe Haven, and Transitional Housing projects the CoC has ranked in its CoC Priority Listing in the FY 2023 CoC Program Competition that reported that they are lowering barriers to entry and prioritizing rapid placement and stabilization to permanent housing.	82%

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

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

	Describe in the field below:
1.	how your CoC evaluates every project—where the applicant checks Housing First on their project application—to determine if they are using a Housing First approach;
2.	the list of factors and performance indicators your CoC uses during its evaluation; and
3.	how your CoC regularly evaluates projects outside of your local CoC competition to ensure the projects are using a Housing First approach.

(limit 2,500 characters)

1) Projects that check Housing First must have a history of offering eligible participants immediate access to housing through Coordinated Entry. Projects that according to Coordinated Entry staff take the income, sobriety, or sex offender status of participants in account are not allowed to check Housing First on their Project Applications.

In addition, any project with unresolved findings from the monitoring process described below is not allowed to check Housing First.

2 and 3) Our CoC staff conducts monitoring audits of EVERY Continuum of Care project annually. Projects that commit to a Housing First approach are evaluated using criteria from HUD’s Housing First Assessment Tool to ensure that:

- Case notes document Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/ education & housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular & developed over time.
  - Occupancy Agreements do not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants.
  - Occupancy agreement must also describe termination procedures to be followed if the provider decides to end a household’s participation in the CoC project. Termination procedures must meet HUD requirements at 24 CFR 578.91.
  - Does the project respond to CE referrals and house clients in a timely manner, meeting local benchmarks to rapidly house clients?
  - Were case notes entered in HMIS at least every 2 weeks during housing search for all referrals.
  - Do Rejected referral forms show no one was rejected on the basis of abstinence, income, health/mental health history, service participation, criminal history, treatment adherence, "housing readiness", victimization, gender, marital status, sexual orientation, or gender identity.
- Where deficiencies are detected, a finding is noted which must be corrected by the provider in a plan of corrective action.

We have paid Eccovia to add a unique CE Referral Benchmark report to our HMIS, which allows us to use objective data to evaluate how rapidly each project moves referred participants into housing. This HMIS report is run during the annual monitoring visits.

1D-3.	Street Outreach—Scope.	
	NOFO Section V.B.1.j.	

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

**(limit 2,500 characters)**

1. We have eight outreach teams that target different populations of homeless including:

Two countywide mobile mental health outreach teams through Westchester County DCMH & 3 city-based DCMH-Police Department Community Intervention teams in White Plains, New Rochelle, & Yonkers. Based on recommendations made by our CoC Board, the City of Yonkers ESG has funded a street outreach & daytime center, Project Connect, operated by Westhab since April 2021. In October 2023 our CoC will welcome a NYS OMH funded outreach team offering Critical Time Intervention services to people who have a serious mental health condition & are experiencing homelessness through Search for Change.

In May of 2022 Westchester County announced the official launch of eight Mobile Crisis Response Teams (MCRT) in Westchester. The teams, which are co-located with the local police departments across the county, provide 24-hour mobile behavioral health crisis support when responding to emergency calls which come through the 911 system. The MCRT program links directly with our homeless outreach services so that anyone experiencing homelessness encountered will be connected to longer term engagement toward housing & services.

Outreach workers work to link ALL homeless encountered to housing & services. All persons engaged are entered into HMIS for identification, tracking, & referral by Coordinated Entry using the same standardized assessment & the same by-name list used for all other homeless persons.

2.The street outreach teams collectively cover 100% of the CoC geographic area.

3.Street outreach teams engage homeless persons every day.

4.Outreach workers work to link ALL homeless encountered to housing & services.

All persons who are contacted experiencing street homelessness are offered enrollment into Coordinated Entry for referral to permanent housing.

All cases of unsheltered homelessness are brought to the CoC Street Homeless Workgroup case conference which enacts housing plans for all cases reviewed using a by-name list. The group coordinates action among all street outreach personnel. Follow-up action to urgent need takes place continually between meetings.

There are always individuals encountered by our outreach teams who decline assistance or are otherwise hard to engage. We continue to visit with them in the community & make attempts to form relationships that allow us to assist them with needs, however small, until they are ready to engage further.



<b>1D-4.</b>	<b>Strategies to Prevent Criminalization of Homelessness.</b>	
	NOFO Section V.B.1.k.	

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

Your CoC's Strategies		Ensure Homelessness is not Criminalized	Reverse Existing Criminalization Policies
1.	Engaged/educated local policymakers	Yes	No
2.	Engaged/educated law enforcement	Yes	No
3.	Engaged/educated local business leaders	Yes	No
4.	Implemented community wide plans	No	No
5.	Other:(limit 500 characters)		
	In 3 major cities, DCMH has a diversion program where specially trained staff accompany police, helping to prevent escalation of situations with people experiencing distress. Westchester County has also launched a multipronged "Reimagining Police" initiative, which includes behavioral health & homeless outreach teams working in conjunction with law enforcement that will respond to community crises 24/7/365. This program opened with 3 sites in 2021 and expanded to 8 during 2022.	Yes	No

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

		HIC Longitudinal HMIS Data	2022	2023
	Enter the total number of RRH beds available to serve all populations as reported in the HIC or the number of households served per longitudinal HMIS data, e.g., APR.	Longitudinal HMIS Data	241	246

<b>1D-6.</b>	<b>Mainstream Benefits--CoC Annual Training of Project Staff.</b>	
	NOFO Section V.B.1.m.	

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

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

7.	Other (limit 150 characters)	
	Mental Health services for adults and children	Yes

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

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

**(limit 2,500 characters)**

1. DSS and DCMH, along with some of our CoC partners provide annual trainings to CoC provider staff members on accessing mainstream benefits including TANF, Food Stamps, SSI/SSDI, SOAR, employment assistance, and behavioral health services. These trainings were held on 9/19 (by DSS) and 9/22 (by DCMH) and a special population training was held on 2/15/23 regarding mainstream benefits for people with developmental disabilities. On 9/8/23, our Lived Experience Advisory Group partnered with Westchester Independent Living to provide a training on mainstream benefits for recently-housed individuals. All training sessions are recorded and posted to our website and You Tube page, and agencies are instructed to utilize those recorded sessions for new staff orientation or for refresher training. Year round, new information is distributed primarily via email blasts to the membership. The information is also posted to our website News page. As appropriate, & determined by CoC leadership, information is brought to Board & subcommittee meetings for further discussion.

2. The CoC collaborates with Board Member agencies WC Department of Health & DSS to enroll persons into health insurance. Our health representative Board Members from the Department of Health supervise the insurance navigator programs and health education programs. They routinely offer free pop-up clinics at all shelters to assist with free health care services, including administering vaccines, and health insurance enrollment. Recipient DCMH provides information on available mental health and substance abuse treatment to project staff. All project staff are encouraged to reach out to DCMH for assistance with general information or specific client issues related to mental health, substance abuse or intellectual/developmental disabilities services.

3. Co-Chair agency DSS contracts with provider Maximus for SSI/SSDI advocacy and SOAR services. CoC member agency Legal Services of the Hudson Valley also provides advocacy & SSI/SSD appeals assistance. Westchester County's SOAR Liaison has trained a number of staff at CoC agencies on the SOAR model. Other member agencies have also expressed an interest and willingness to become trained and use the SOAR model to allow us to serve more individuals, but not without compensation for the time & effort required to maintain model adherence. We continue to explore ways to develop SOAR capabilities including partnering with state agencies offering training.

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

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

**(limit 2,500 characters)**

In the last few years our CoC was able to partner with a local hotel to provide a quarantine shelter to house individuals who tested positive for COVID 19. To date we have served over 600 households using this collaborative model. Since then, conversation have been had with new shelter providers to explore a non-congregate shelter model.

ID-8.	Partnerships with Public Health Agencies—Collaborating to Respond to and Prevent Spread of Infectious Diseases.	
	NOFO Section V.B.1.o.	

Describe in the field below how your CoC effectively collaborates with state and local public health agencies to:

- |    |  |
|----|--|
| 1. | develop CoC-wide policies and procedures to respond to infectious disease outbreaks; and |
| 2. | prevent infectious disease outbreaks among people experiencing homelessness.             |

**(limit 2,500 characters)**

1. Westchester County Department of Health provided the CoC with COVID-19 Isolation and Quarantine guidance per New York State and CDC for the general population. The CoC used this guidance to collaborate and further developed COVID-19-protocols for congregate shelter settings for people experiencing homelessness.

2. Our CoC, the Department of Health developed quarantine/isolation services which included a process to take referrals from a variety of local hospitals prior to release as well as emergency shelters and then provide single room occupancies/case management for people experiencing homelessness who has tested positive for COVID-19. To date we have served over 600 households using this collaborative model.

The CoC Partnered with the DOH to provide people experiencing homelessness with information/vaccinations sites for the following infectious diseases: COVID-19, Influenza, Monkeypox, Meningococcal. The CoC and DOH also provided concrete shelter participants and staff with protective gear including mask, gloves and COVID-19 test.

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

Describe in the field below how your CoC:

- |    |  |
|----|--|
| 1. | shared information related to public health measures and homelessness, and |
|----|--|

	2. facilitated communication between public health agencies and homeless service providers to ensure street outreach providers and shelter and housing providers are equipped to prevent or limit infectious disease outbreaks among program participants.
--	--

**(limit 2,500 characters)**

Westchester County CoC collaborated with Westchester County Department of Health and local Community Health Clinics on Infectious Diseases.

1. The Collaboration provided informational sessions and handouts on strategies to reduce the transmission of the following infectious diseases: Influenza, Monkeypox, Human Papillomavirus, Meningococcal & COVID-19.
2. The CoC in collaboration with the DOH and local community health clinics facilitated communication by providing both on and off-site informational sessions and vaccination services to ensure street outreach, housing and shelter providers are equipped to prevent and limit infectious disease including Influenza, Monkeypox, Human Papillomavirus, Meningococcal & COVID-19 outbreaks among program participants.

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

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

	1. covers 100 percent of your CoC’s geographic area;
	2. uses a standardized assessment process; and
	3. is updated regularly using feedback received from participating projects and households that participated in coordinated entry.

**(limit 2,500 characters)**

1) Our Coordinated Entry covers 100% of the Westchester CoC geographic area to provide universal access to all people experiencing homelessness.

To ensure access to ALL households in need, our Coordinated Entry provides access from many convenient locations including Countywide street outreach for persons living on the streets; Westchester DSS district offices spread countywide; and Overnight emergency shelters allowing clients to enroll into Coordinated Entry AFTER business hours. Persons fleeing domestic violence may access CE at any DV shelter or VSP. Households at-risk of homelessness are assessed & given access to Coordinated Entry by DSS district offices, libraries, school liaisons, and eviction prevention agencies.

2) Every Coordinated Entry access point utilizes the same standardized assessment, and all CE participants are prioritized using a single by-name list.

Our Coordinated Entry uses a locally developed tool, the Comprehensive Homeless Assessment Tool (CHAT) at ALL Coordinated Entry access points to ensure that persons with the greatest needs receive priority for housing. Significantly, the CHAT produces two scores, one to prioritize households for PSH & one to prioritize households for RRH. Coordinated Entry refers homeless to available units in priority order so that those with highest needs and length of time homeless are housed first.

3) We continually improve our Coordinated Entry process to best serve clients. In 2022 we added a new process/assessment tool to prioritize at-risk households for homelessness prevention, added a dedicated CE specialist serving DV survivors, and set our HMIS to email clients directly with referral status updates. In 2023 we required providers to enter HMIS case notes every 2 weeks during housing search & added an HMIS CE Referral Benchmark report to provide objective data on how rapidly projects move participants into housing.

These changes are based on feedback from all stakeholders in Coordinated Entry. Our Data & Systems committee meets monthly to evaluate the CE efficacy – attended by a CoC Board member with lived experience of homelessness; our Coordinated Entry committee meets quarterly with both shelter & housing provider staff providing insight into how the process is working at ground level; & we hold annual Coordinated Entry Stakeholders forums (last held 12/13/22) to gather input from shelters, housing providers, persons with lived experience of homelessness, and other partners.

1D-9a.	Program Participant-Centered Approach to Centralized or Coordinated Entry.	
	NOFO Section V.B.1.p.	
	Describe in the field below how your CoC's coordinated entry system:	
1.	reaches people who are least likely to apply for homeless assistance in the absence of special outreach;	
2.	prioritizes people most in need of assistance;	
3.	ensures people most in need of assistance receive permanent housing in a timely manner, consistent with their preferences; and	
FY2023 CoC Application	Page 37	09/26/2023

	4. takes steps to reduce burdens on people using coordinated entry.
--	---

**(limit 2,500 characters)**

1) Multiple convenient access points throughout Westchester allow us to reach varied populations. Street Outreach teams enroll street homeless persons in CE without requiring shelter entry. DSS district offices refer adults, families, victims of DV, & youth to 24-hour shelter where they are enrolled in Coordinated Entry. Overnight shelters house customers unable to comply with DSS requirements and enroll them in CE. School liaisons, soup kitchens and libraries also act as CE access points.

The Westchester 211 number advises callers on how to access shelters & CE.

2) Our Comprehensive Homeless Assessment Tool (CHAT) is used at ALL CE locations to ensure that persons with the greatest needs receive priority for housing. The CHAT produces 2 need scores, one to prioritize households for PSH & one to prioritize households for RRH.

Coordinated Entry refers homeless to available units in priority order so that those with highest needs and length of time homeless are housed first. We sort those in need of PSH in the HUD-mandated priority order according to CPD notice 16-11.

3) Our CoC requires that EVERY person in shelter or engaged on the street is rapidly enrolled in CE and assessed with the CHAT. All households in every part of our system are placed on the same by-name list for appropriate referral.

Coordinated Entry Referral Committees meet weekly to case conference households for PSH and RRH. The group coordinates action among street outreach, shelter staff, & housing providers to move clients into housing as rapidly as possible.

Coordinated Entry policies set strict a timeline for provider contact with participants after referral, and for housing participants that accept referrals.

Clients may reject referrals for housing that does not meet their needs without adverse consequences; customers rejecting referrals are placed back on the CE list and referred to the next vacancy for which they are the highest priority eligible household.

4) All written materials are available in both English and Spanish. Physical CE access points are wheelchair accessible. Information about Coordinated Entry is made available to individuals with disabilities in partnership with the Westchester Office for People with Disabilities. Information is provided in accessible formats as needed, including Braille, large type, assistive listening devices and sign language. To reduce burdens, many CHAT questions autofill if data was already asked & answered by clients.

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

Describe in the field below how your CoC through its centralized or coordinated entry:
--

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

(limit 2,500 characters)

1 Our policies specify that shelters and outreach provide information about Coordinated Entry and CoC housing available to participants at initial contact regardless of their membership in a protected class.

We make all of our printed materials available in person at our shelters and through outreach workers. All materials are available on our ADA and auto-translate compatible website at [wcohomeless.org/resources-for-persons-needing-assistance](http://wcohomeless.org/resources-for-persons-needing-assistance) and include:

- Coordinated Entry "One Sheet" Navigation guide
- Coordinated Entry Receipt
- HMIS Release of Information
- Wallet-size fold-out Resource Guide
- Shelter & Warming Center Location Lists
- Eviction Prevention Resource Guide
- Immigration Resources
- Soup Kitchen & Food Pantry Directory
- Emergency Contact Phone Book including listings for Food, Benefits, Legal Assistance, Veteran's Crisis Line, Suicide Hotline, DV & Sexual Violence Hotline, Poison Control, NYS-TEACHS, and local transit

Both our One Sheet and CE Receipt detail what participants can expect from CE and states their right to refuse any referral made by CE without impacting their prioritization for housing.

Once participants have been referred scattered site project participants are provided with Fair Housing information including their right to live in the community and neighborhood of their choice.

2 Participants engaged in housing search are advised that complaints about protected class violations can be reported to local Fair Housing provider Westchester Residential Opportunities for mitigation, landlord education & investigation. Participants are also advised that they may report any violations to the Westchester County Human Rights Commission outside of our CoC which would investigate any violations of federal, state, and local fair housing and civil rights law.

3 We work with local Consortium Communities within the CoC membership (Mt Vernon, White Plains, and Westchester County Planning) to reduce impediments to fair housing. The CoC consults on Consolidated Plans to increase equity and fairness.

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

1.	Has your CoC conducted a racial disparities assessment in the last 3 years?	Yes
2.	Enter the date your CoC conducted its latest assessment for racial disparities.	08/17/2022

1D-10a.	Process for Analyzing Racial Disparities—Identified Racial Disparities in Provision or Outcomes of Homeless Assistance.	
	NOFO Section V.B.1.q.	

Describe in the field below:

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

**(limit 2,500 characters)**



1. We used HUD’s Racial Equity Analysis tool, to compare the proportion of various racial & ethnic groups in Westchester’s total population, Westchester’s population in poverty & participants in Westchester homeless housing. We used STELLA data to examine the average number of days homeless among different races & ethnicities, exits to Permanent Housing by race & ethnicity, returns to homelessness in first 6 months by race & ethnicity. We used data from our HMIS to analyze the distribution of Coordinated Entry referrals to PSH & RRH by race & ethnicity.

These statistics were discussed at our Anti-Racism & Evaluation Committee (AREAC) comprised of BIPOC CoC staff & white allies; & a report on these statistics & conclusions was presented to the CoC Board on 8/17/22.

2. This process identified several disparities that are currently present in our CoC homeless system of care:

The percentage of Black households in CoC programs (69%) far exceeded in proportion of Black households in the total population (15%) & the population in poverty (24%) while Hispanics are underrepresented in CoC programs (28%) compared to all households in poverty (43%). Disparate factors beyond poverty contribute to Black households becoming homeless in our CoC.

When analyzing the Distribution of Days Homeless by Race from 10/1/2020 to 9/30/2021, we found stark disparities. All households spend an average of 218 days homeless whereas Black households (61% of the population) on average spend 250 days homeless. This equates to 32 more days spent homeless by Black households compared to the general population.

4% of all households returned within 6 months of their exit to a permanent destination when leaving the CoC’s homeless system. 0% of White NonHispanic/Latino households returned to homelessness within 6 months but 6% of White Hispanic/Latino households returned to homelessness within 6 months & 5% of Black/African American households returned to homelessness within 6 months.

Our next Racial Equity Report is due to be completed by the end of the 2023 calendar year.

1D-10b.	Implemented Strategies that Address Racial Disparities.	
	NOFO Section V.B.1.q.	

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

1.	The CoC’s board and decisionmaking bodies are representative of the population served in the CoC.	No
2.	The CoC has identified steps it will take to help the CoC board and decisionmaking bodies better reflect the population served in the CoC.	No
3.	The CoC is expanding outreach in geographic areas with higher concentrations of underrepresented groups.	Yes
4.	The CoC has communication, such as flyers, websites, or other materials, inclusive of underrepresented groups.	Yes

5.	The CoC is training staff working in the homeless services sector to better understand racism and the intersection of racism and homelessness.	No
6.	The CoC is establishing professional development opportunities to identify and invest in emerging leaders of different races and ethnicities in the homelessness sector.	Yes
7.	The CoC has staff, committees, or other resources charged with analyzing and addressing racial disparities related to homelessness.	Yes
8.	The CoC is educating organizations, stakeholders, boards of directors for local and national nonprofit organizations working on homelessness on the topic of creating greater racial and ethnic diversity.	No
9.	The CoC reviewed coordinated entry processes to understand their impact on people of different races and ethnicities experiencing homelessness.	Yes
10.	The CoC is collecting data to better understand the pattern of program use for people of different races and ethnicities in its homeless services system.	Yes
11.	The CoC is conducting additional research to understand the scope and needs of different races or ethnicities experiencing homelessness.	Yes
	Other:(limit 500 characters)	
12.		

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

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

(limit 2,500 characters)

Our CoC created the Anti-Racism & Evaluation Committee (AREAC) in 2020. AREAC examines disparity within our system & make recommendations to our CoC board to address it. Disparities may be identified by studies conducted in other communities, trends we observe in our own data, reports by PWLE & direct care staff, as well as those identified in the Racial Equity Analysis Tool provided by HUD. The current membership of AREAC consists of BIPOC staff at every professional level, PWLE, LGBTQ+ community members & nonBIPOC staff.

When a potential disparity is brought forward in AREAC we use our HMIS data to determine if there is evidence that the disparity is occurring systemically or if a more individual approach to the barrier is more appropriate. An annual report regarding any identified systemic issue is provided to the CoC Board including recommend action steps.

Examples

1. Black, African American & African identified people accounted for 64% of people experiencing homelessness during our 2022 PIT Count. Despite this known disparity, analysis of the proportion housing referrals & housed individuals was the same as those experiencing homelessness. We have pivoted our focus to support efforts targeting the root causes of housing disparity such as:

- a. The Welcome Home Westchester campaign to encourage affordable housing development & the reduction of restrictive land use policies County wide.
- b. Nonprofit Westchester's Affordable Housing Series which includes a research study on the affordable housing crisis and their YIMBY program to garner community support for saying "Yes In My Back Yard!" to housing & shelter programs.

2. Our AREAC recommended that we examine the barriers in addition to race faced by the BIPOC people we serve. The intention is to create a process to dismantle systemic racial disparity by addressing areas of its impact. In June 2022, our AREAC Co-Chair Jenny Badree, MPH recommended a study based on known cases where people with Developmental Disabilities needed additional assistance to access housing. This study demonstrated that people with disabilities are over-represented among people experiencing homelessness because they remain homeless four times (27 months longer) than those without. The findings were presented at the August CoC Board meeting & the CoC now has a collaborative partnership with Westchester's Office for People with Developmental Disabilities to provide linkages to resources to increase housing success.

1D-10d.	Tracked Progress on Preventing or Eliminating Disparities.	
	NOFO Section V.B.1.q.	
	Describe in the field below:	
	1. the measures your CoC has in place to track progress on preventing or eliminating disparities in the provision or outcomes of homeless assistance; and	
	2. the tools your CoC uses.	
FY2023 CoC Application	Page 43	09/26/2023

**(limit 2,500 characters)**

1. Westchester CoC organized our Anti-Racism & Evaluation Committee (AREAC) comprised of BIPOC CoC staff & white allies beginning in 2020 to track progress on preventing or eliminating disparities in the provision or outcomes of homeless assistance. This group meets every month to identify racial disparities & discuss strategies to improve equity.

The AREAC & its Chairperson Jenny Badree produce a Racial Equity Analysis report to the CoC Board every year using system-wide statistics to track actual progress toward these goals. This year the report was delivered & approved by the CoC Board on on 8/17/22.

One important measure of progress toward eliminating disparities is ensuring that our Coordinated Entry process is generating referrals to permanent housing in a race-blind equitable manner. The 2022 Racial Equity Analysis shows that referrals are being made in an equitable manner. 69% of Coordinated Entry housing referrals were made for Black/African American/African people equal to the proportion (69%) of this racial group in the population of persons experiencing homelessness in our CoC. Whites received 24% of the housing referrals while comprising 27% of the population of persons experiencing homelessness. We will continue to monitor Coordinated Entry referral equity & other indicators to track progress toward eliminating disparities in our CoC.

2. We used HUD’s Racial Equity Analysis tool, to compare the proportion of various racial & ethnic groups in Westchester’s total population, Westchester’s population in poverty & participants in Westchester homeless housing. We used STELLA data to examine the average number of days homeless among different races & ethnicities, exits to Permanent Housing by race & ethnicity, returns to homelessness in first 6 months by race & ethnicity. We used data from our HMIS to analyze the distribution of Coordinated Entry referrals to PSH & RRH by race & ethnicity.

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

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

**(limit 2,500 characters)**

We invite Individuals with Lived Experience of Homelessness to participate in meetings, decision-making forums, and sub-committees through social media posts, our website and emails blasts - including blasts specifically to distribution lists that include currently and formerly homeless individuals.

We find that our most effective means to recruit people with lived experience (PWLE) is to have Board members and CoC staff who have lived experience themselves reach out directly to individuals or groups of individuals. In Spring 2022 with the encouragement of CoC staff, Angela B. accepted our invitation to fill the voting Board member position of PWLE. Angela is not only a PWLE, she is well-versed on issues of housing, community resources and has experience as a community organizer and advocate. She has been provided a laptop to use to allow her to fully engage in all meetings she attends and she is receiving a stipend for her time. In April 2023, we added Paul K, as a paid CoC Intern. Paul has lived experience of homelessness and he has a lot of experience with social media and A/V tasks and an eagerness to learn about and improve CoC operations. He and Angela have been successfully facilitating our Lived Experience Advisory Group (LEAG) meetings, conducting outreach to shelters, food pantries and houses of worship and developing a survey to increase recruitment. They hold "town hall" discussions at shelters with the purpose of informing residents directly about the CoC and Coordinated Entry and engage with them around their questions and concerns. Angela and Paul have promotional and "care package" materials to use when speaking with shelter residents and hot food is served at all in-person meetings. See attached Board minutes with PWLE contributions highlighted. We will continue to explore ways to engage and recruit PWLE in meaningful roles throughout the CoC's activities.

All tasks associated with the engagement, recruitment and management of PWLE in leadership, internship and volunteer roles the responsibility of a full-time CoC staff person so the appropriate time can be devoted to these efforts. Under the supervision of former co-chair and LCSW Annette Peters-Ruvolo, our CoC Planning Associate works with Angela and Paul to provide any guidance they may need. We will continue to work on new ways to engage those with lived experience and develop existing roles as well.

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

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

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

	Level of Active Participation	Number of People with Lived Experience Within the Last 7 Years or Current Program Participant	Number of People with Lived Experience Coming from Unsheltered Situations
1.	Included in the decisionmaking processes related to addressing homelessness.	2	1
2.	Participate on CoC committees, subcommittees, or workgroups.	10	2
3.	Included in the development or revision of your CoC's local competition rating factors.	1	1

4. Included in the development or revision of your CoC's coordinated entry process.	1	0
---	---	---

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

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

**(limit 2,500 characters)**

In 2023, our CoC successfully developed a paid internship position. In April 2023, we added Paul K, as a paid CoC Intern.

Many of our CoC member organizations provide professional development and employment opportunities to individuals with lived experience of homelessness. Many do this through peer services programs related to NYS Office of Mental Health (OMH) and/or NYS Office of Addiction Services and Supports (OASAS) peer certification programs. Though not specifically for PWLE of homelessness, individuals with mental health and/or substance abuse disabilities are eligible for Peer Certification, which allows particular programs to bill Medicaid for their services. The requirements are to pass an examination and perform duties in the field of peer counseling for a certain number of hours (which vary depending on which type of certification they are pursuing). We know that a percentage of these individuals have experienced periods of homelessness. Many of Westchester's not-for-profit agencies have robust peer programs and peer representation at all levels of their organizations.

In order to maximize the potential of these peer certification trainings and attempt to bridge peers with lived experience of homelessness with CoC positions we developed an internship position. With the help of our CoC Planning Associate we engaged the agencies providing the NYS OMH peer training (2 of which are also CoC member agencies) to create a plan whereby Provisionally-Certified Peers who also have a history of homelessness (who have passed a test for certification but have not yet met the requirement for field hours worked) are offered a paid internship with the CoC to further our efforts to engage program participants, assist with our Annual events like the PIT Count and participate in all activities of the CoC that meet the requirement for their certification. This engagement produced a candidate that we chose for our paid internship opportunity. We are open to creating more of these positions.

Our CoC also has a Self-Sufficiency subcommittee that meets regularly to discuss resources, training and funding opportunities to help increase participant income and to move households on from the CoC into independent living. The bulk of discussions and presentations are from the Department of Labor, the WC DSS and other educational and vocational programs throughout the county.

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

Describe in the field below:

1.	how your CoC routinely gathers feedback from people experiencing homelessness;
2.	how your CoC routinely gathers feedback from people who have received assistance through the CoC or ESG Programs; and
3.	the steps your CoC has taken to address challenges raised by people with lived experience of homelessness.

**(limit 2,500 characters)**

1. In April 2023 our CoC launched our Lived Experience Advisory Groups (LEAG.) LEAG takes place at the community-level to gain feedback from those who are currently or formerly homeless. This advisory group was created and is operated by individuals with a current or past lived experience of homelessness. Members make recommendations for improvement within Westchester’s homeless response system and assist with implementation of services, ultimately serving as a platform to coordinate with traditional systems of care in ending homelessness across Westchester County.

The Westchester County Continuum of Care aims to utilize feedback from our Lived Experience Advisory Group to accomplish the following:

- Foster the development of self-determination, leadership skills, and sense of empowerment among consumers;
- Create a working partnership between consumers and providers to inform policy development and improve the quality and types of services provided;
- And provide a clear line of communication between CoC leadership, staff, and consumers to resolve issues as they arise and better anticipate consumer needs.

2. Feedback from people experiencing homelessness and people who have received assistance through the CoC or ESG programs on their experience receiving assistance are also gathered in a number of other ways. During audits of CoC project by CoC staff, program participants were interviewed using a grading tool to assess their satisfaction with the program’s services. Scales and open-ended questions were asked to get a sense of how the individual was progressing in the program as well as their satisfaction. Feedback was included in the report to the provider and if necessary, any steps taken to address any issues noted are required to be in the provider’s Plan of Corrective Action response back to the CoC.

Having PWLE representation on our Board has allowed greater feedback in meetings where decisions are made such as this year’s Rank and Review process meetings and CoC application meetings.

3. Our LEAG began conducting “town hall”- style meetings at our shelters for the purpose of gathering feedback. Meetings take place about once per month to continually inform our decisions and create a feedback loop between shelter residents and the CoC. Insights gained from those events are presented to the Board and actions recommended.

1D-12.	Increasing Affordable Housing Supply.	
	NOFO Section V.B.1.t.	
	Describe in the field below at least 2 steps your CoC has taken in the past 12 months to engage city, county, or state governments that represent your CoC's geographic area regarding the following:	
	1.	reforming zoning and land use policies to permit more housing development; and
	2.	reducing regulatory barriers to housing development.

**(limit 2,500 characters)**

The CoC continues to advocate for pro-housing policies. The CoC coordinates its efforts with the Welcome Home Westchester campaign, NonProfit Westchester, and more localized efforts in specific communities. Through the Welcome Home Westchester campaign, Yes In My Backyard (YIMBY) alerts inform the public on opportunities to support housing at the local planning board and zoning board level. There is also an effort underway between the Building and Realty Institute, the Westchester County Association, Nonprofit Westchester, the Pace Land Use Law Center, the Regional Planning Association, and CoC-member, Westhab, to broaden Welcome Home Westchester's community reach.

CoC members have also been in consistent communication with all levels of government to support the NYS Governor's "Housing Compact" in the last State budget. Governor Hochul and NYS Homes and Community Renewal Commissioner RuthAnne Visnaukas have held several housing events and roundtables in Westchester over the past year, including 2 hosted by CoC board member, Westhab. CoC members have also participated in housing events and roundtables organized by U.S. Congressman Jamaal Bowman and Westchester County Executive Latimer.

Westchester County has developed Model Ordinance Provisions for local governments to adopt to encourage new fair and affordable housing. The Provisions were developed with input from local officials as a tool for Westchester municipalities to facilitate land-use approvals and construction of fair and affordable housing. The Provisions suggest that all future housing developments include no less than 10% of units as fair and affordable units. Other elements include limiting sales and rent prices and the income of the households eligible to apply for those units for a minimum 50-year period and encouraging more extensive marketing of housing opportunities. Several municipalities have adopted versions of the Model Ordinance Provisions. Beyond the larger cities that have supported housing growth (e.g. Yonkers, New Rochelle, Peekskill & Port Chester), there has been real progress on the ground in smaller places like Mamaroneck, Irvington & Dobbs Ferry.

Together these efforts promote a growing understanding in Westchester that affordable housing benefits the entire community and is critical to economic development. The CoC and its members will continue to engage all levels of government, businesses and local grassroots efforts to promote pro-housing efforts countywide.



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

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

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

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

1.	Enter your CoC’s local competition submission deadline date for New Project applicants to submit their project applications to your CoC—meaning the date your CoC published the deadline.	07/11/2023
2.	Enter the date your CoC published the deadline for Renewal Project applicants to submit their project applications to your CoC’s local competition—meaning the date your CoC published the deadline.	07/11/2023

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

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

5.	Used data from comparable databases to score projects submitted by victim service providers.	Yes
6.	Provided points for projects based on the degree the projects identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and has taken or will take steps to eliminate the identified barriers.	No

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

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

1.	What were the maximum number of points available for the renewal project form(s)?	73
2.	How many renewal projects did your CoC submit?	16
3.	What renewal project type did most applicants use?	PH-PSH

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

Describe in the field below:

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

(limit 2,500 characters)

1. 30 out of the maximum 73 points in our ranking process is based upon objective data for each CoC project’s success in keeping participants permanently housed.  
Specifically, we award 5 points for each of the following criteria:  
\* Exits to Permanent Housing/ Retention in Permanent Housing using data over the prior year from HUD System Performance Measure 7b
  - Exits to Homelessness using data from APR Q23
  - Increased participant earned income from System PM 4.1
  - Increased participant total income from System PM 4.3
  - Housing Utilization Rate (% of target occupancy) using data from APR Q7b and Q8b
  - Commitment to Housing First using information from the Project Application and annual audits
  
2. We added a unique CE Referral Benchmark report to our HMIS, which allows us to use objective data to evaluate how rapidly each project moves referred participants into housing. 3 out of the maximum 73 points in our ranking process is based on each projects’ performance meeting benchmarks to house referred clients quickly.  
Projects which fill vacancies slowly have a low housing utilization rate & claim a lower proportion of the HUD awarded funding. Therefore, 5 points each in our ranking process is based upon the following criteria:
  - Housing Utilization Rate (% of target occupancy) using data from APR Q7b and Q8b
  - Amount of funds recaptured by HUD using data from LOCCS
  
3. Projects serving populations that have severe needs, are hard to serve, or are especially vulnerable are given extra points in our ranking criteria (specifically, 5 out of the maximum 73 points).  
This includes projects with target populations including participants in the following populations:
  - Youth
  - Victims of domestic violence
  - Families with children
  - Persons experiencing chronic homelessness
  - Veterans
  - Current or past substance use
  - Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status
  - Significant health or behavioral health challenges or functional impairments.
  
4. These 5 points awarded to projects serving these hardest to serve populations are intended to counterbalance lower performance scores in other ranking criteria so that these needed CoC projects continue to serve these populations.  
5 points out of 73 total is significant boost to these projects’ scores in our ranking. For example RISE (target population Victims of DV) is ranked #13 – without the 5 extra points it would fall to #16, placed in Tier 2 below all other renewals except one.

1E-3.	Advancing Racial Equity through Participation of Over-Represented Populations in the Local Competition Review and Ranking Process.	
	NOFO Section V.B.2.e.	

	Describe in the field below:
1.	how your CoC used the input from persons of different races and ethnicities, particularly those over-represented in the local homelessness population, to determine the rating factors used to review project applications;
2.	how your CoC included persons of different races and ethnicities, particularly those over-represented in the local homelessness population in the review, selection, and ranking process; and
3.	how your CoC rated and ranked projects based on the degree to which their project has identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and has taken or will take steps to eliminate the identified barriers.

(limit 2,500 characters)

1. Our last racial equity analysis found that while 24% of all people living in poverty in Westchester identified as Black in the ACS, 69% of people experiencing homelessness in our 2022 Point-In-Time Count were Black. There is a large racial disparity in homelessness, beyond the impact of poverty. This disparity was present among adults, families, and veterans. Black persons were also homeless longer (250 days versus 218) than average.

2. The 2023 ranking and review process used by the Westchester CoC was designed by a workgroup that met to ensure that the rating factors included met HUD requirements & local needs, and was fair to all projects being rated. This workgroup was comprised of representatives of local provider agencies and included African-American (10 out of 23 members = 43% Black), as well as Hispanic, Asian, and LGBTQ individuals among its members. The input from these persons was used to change the rating factors. For instance, we added LGBTQ+ Inclusion Policy compliance and CE Benchmark rating factors this year.

The ranking process used only objective data for rating factors designed by the workgroup. Renewal CoC projects were ranked by the CoC Board in descending order of their objective scores only. New projects were selected by the CoC Board. All CoC Bonus projects were placed in Tier 2, in an order determined by the CoC Board which includes African-American, Hispanic, Asian, and LGBTQ individuals plus persons with lived experience of homelessness.

3. One of the rating criteria in our ranking algorithm is provider participation in CE case conferencing meetings (2 points out of 73 total). Because Coordinated Entry generates referrals without regard to race & ethnicity, this criteria rates projects on the extent to which they overcome barriers to participation. We also award 8 points for projects which follow Housing First and move clients into permanent housing quickly to overcome barriers. Projects serving populations that have severe needs, are hard to serve, or are especially vulnerable are given 5 extra points in our ranking criteria.

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

	Describe in the field below:
1.	your CoC's reallocation process, including how your CoC determined which projects are candidates for reallocation because they are low performing or less needed;

2.	whether your CoC identified any low performing or less needed projects through the process described in element 1 of this question during your CoC’s local competition this year;
3.	whether your CoC reallocated any low performing or less needed projects during its local competition this year; and
4.	why your CoC did not reallocate low performing or less needed projects during its local competition this year, if applicable.

**(limit 2,500 characters)**

1. The Westchester CoC 2023 Rank and Review process includes guidelines for reallocation of underperforming projects as follows, “The CoC can decide to repurpose a project that is underperforming or may be more appropriately funded from other sources to fill that need. Criteria to assess performance or underperformance will include scoring/rank and review results, participation in Coordinated Entry, participation in the local CoC, and participation within HMIS.

CoC funded agencies may also VOLUNTARILY propose to reallocate CoC funds. Additionally, if a project consistently demonstrates unsatisfactory project performance outcomes and fails to make significant changes to improve its performance, that project may be recommended for reallocation.”

2. and 4. For FY2023 the project scoring lowest in our ranking process Stepping Stones (a Transitional Housing project serving Youth 18-24) was identified as a candidate for reallocation due to poor performance.

Our CoC Board did not decide to reallocate funding from Stepping Stones. This is because Stepping Stones is the ONLY CoC-funded transitional housing project left in our CoC; it is one of only two projects serving Youth. The CoC is also working closely with the subrecipient agency to improve compliance and performance.

3. Westchester CoC did not reallocate any funding from any low performing or less needed projects for FY2023.

1E-4a.	Reallocation Between FY 2018 and FY 2023.	
	NOFO Section V.B.2.f.	

	Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2018 and FY 2023?	No
--	--	----

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

1.	Did your CoC reject any project application(s) submitted for funding during its local competition?	Yes
2.	Did your CoC reduce funding for any project application(s) submitted for funding during its local competition?	No
3.	Did your CoC inform applicants why your CoC rejected or reduced their project application(s) submitted for funding during its local competition?	Yes

	<p>4. If you selected Yes for element 1 or element 2 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2023, 06/27/2023, and 06/28/2023, then you must enter 06/28/2023.</p>	09/06/2023
--	---	------------

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

	<p>Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New and Renewal Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2023, 06/27/2023, and 06/28/2023, then you must enter 06/28/2023.</p>	09/06/2023
--	---	------------

1E-5b.	Local Competition Selection Results for All Projects.	
	NOFO Section V.B.2.g.	
	You must upload the Local Competition Selection Results attachment to the 4B. Attachments Screen.	

	<p>Does your attachment include:          1. Project Names;          2. Project Scores;          3. Project accepted or rejected status;          4. Project Rank–if accepted;          5. Requested Funding Amounts; and          6. Reallocated funds.</p>	Yes
--	--	-----

1E-5c.	Web Posting of CoC-Approved Consolidated Application 2 Days Before CoC Program Competition Application Submission Deadline.	
	NOFO Section V.B.2.g. and 24 CFR 578.95.	
	You must upload the Web Posting–CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen.	

	<p>Enter the date your CoC posted the CoC-approved Consolidated Application on the CoC’s website or partner’s website–which included:          1. the CoC Application; and          2. Priority Listings for Reallocation forms and all New, Renewal, and Replacement Project Listings.</p>	09/26/2023
--	---	------------

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

	<b>Enter the date your CoC notified community members and key stakeholders that the CoC-approved Consolidated Application was posted on your CoC's website or partner's website.</b>	09/26/2023
--	--	------------

## 2A. Homeless Management Information System (HMIS) Implementation

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

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

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

	Enter the name of the HMIS Vendor your CoC is currently using.	Eccovia Solutions
--	--	-------------------

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

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

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

	Enter the date your CoC submitted its 2023 HIC data into HDX.	04/19/2023
--	---	------------

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

	In the field below:	
1.	describe actions your CoC and HMIS Lead have taken to ensure DV housing and service providers in your CoC collect data in HMIS comparable databases;	
2.	state whether DV housing and service providers in your CoC are using a HUD-compliant comparable database–compliant with the FY 2022 HMIS Data Standards; and	



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

(limit 2,500 characters)

1) Until 2022, none of the Victim-Service Providers working within the Westchester County Continuum of Care used a comparable database.

However, one of these agencies receives ESG funding that requires the use of a comparable database. Our CoC identified this issue in communications with the ESG recipient. Our CoC Program Specialist and HMIS Administrator worked extensively in 2021 into 2022 with the ESG recipient and the VSP subrecipient to solve this issue.

By April 2022 this VSP had purchased the software (Clarity Human Services HMIS) and trained staff in order to implement a comparable database. With the assistance of our CoC, this VSP agency is now fully compliant with HUD's comparable database requirements.

In 2022 and 2023 our CoC engaged the other VSP agencies, which do not receive funding for any programs that require the use of a comparable database. By July 2023, both of these agencies agreed to use HMIS comparable databases and have been assisted to utilize these new systems by the CoC.

2) As a result of the above actions, ALL VSP agencies in our CoC use HUD-compliant comparable databases – compliant with the FY 2022 HMIS Data Standards.

In addition, all VSP agencies provide aggregate data to the Westchester CoC for the Point In Time count each year, and nightly bed count information for Domestic Violence emergency shelters to Westchester DSS (which provides most of the funding for these shelters).

The Westchester CoC works closely with these two agencies to assess the needs of survivors of domestic violence and improve all of our systems to better serve this population. We have a VSP representative serving as a voting member on our CoC Board; recently both VSP agencies have been part of our Emergency Housing Voucher steering committee. Both VSP agencies facilitate our DV Resource Workgroup which meets every month to ensure our system is serving this population properly and to support staff as they serve DV survivors on a case-by-case basis.

Our CoC is committed to cultural competency in our service of DV survivors. The VSP agencies provide training sessions to ensure that other shelter, outreach and housing providers are knowledgeable about DV and traumainformed client engagement.

3) Yes, Westchester CoC is compliant with the 2022 HMIS Data Standards.

<b>2A-5.</b>	<b>Bed Coverage Rate—Using HIC, HMIS Data—CoC Merger Bonus Points.</b>	
	NOFO Section V.B.3.c. and V.B.7.	

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

Project Type	Total Year-Round Beds in 2023 HIC	Total Year-Round Beds in HIC Operated by Victim Service Providers	Total Year-Round Beds in HMIS	HMIS Year-Round Bed Coverage Rate
1. Emergency Shelter (ES) beds	1,112	39	1,070	99.72%
2. Safe Haven (SH) beds	0	0	0	
3. Transitional Housing (TH) beds	522	0	522	100.00%
4. Rapid Re-Housing (RRH) beds	228	0	228	100.00%
5. Permanent Supportive Housing (PSH) beds	1,497	0	1,370	91.52%
6. Other Permanent Housing (OPH) beds	3,082	0	2,390	77.55%

<b>2A-5a.</b>	<b>Partial Credit for Bed Coverage Rates at or Below 84.99 for Any Project Type in Question 2A-5.</b>	
	NOFO Section V.B.3.c.	

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

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

(limit 2,500 characters)

1) As indicated above, in early 2023 all project types except OPH were above 90% bed coverage in HMIS.

Since the 2023 HIC was submitted, all EHV beds operated in Westchester CoC have been entered into HMIS, so that OPH project type is now over 95% bed coverage in HMIS as well.

2) We will continue to offer HMIS access to all non-VSP projects in our HMIS.

<b>2A-6.</b>	<b>Longitudinal System Analysis (LSA) Submission in HDX 2.0.</b>	
	NOFO Section V.B.3.d.	
	You must upload your CoC's FY 2023 HDX Competition Report to the 4B. Attachments Screen.	

Did your CoC submit at least two usable LSA data files to HUD in HDX 2.0 by February 28, 2023, 8 p.m. EST?	Yes
--	-----

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

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

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

<b>2B-1.</b>	<b>PIT Count Date.</b>	
	NOFO Section V.B.4.a	

	Enter the date your CoC conducted its 2023 PIT count.	01/25/2023
--	---	------------

<b>2B-2.</b>	<b>PIT Count Data–HDX Submission Date.</b>	
	NOFO Section V.B.4.a	

	Enter the date your CoC submitted its 2023 PIT count data in HDX.	04/19/2023
--	---	------------

<b>2B-3.</b>	<b>PIT Count–Effectively Counting Youth in Your CoC’s Most Recent Unsheltered PIT Count.</b>	
	NOFO Section V.B.4.b.	

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

**(limit 2,500 characters)**

1. Our CoC has continued to partner with Youth & Children Shelter provider Children’s Village as well as the Westchester Department of Social Services Child Welfare unit to recruit enumerators from their direct care staff to implement youth focused strategies during the PIT Count.

2. Children’s Village is the home of the Bravehearts, a team of Youth with lived experience in the foster-care and homelessness systems of care. The supervisor of the Bravehearts program along with team members accompanied some of our teams.

3. Bravehearts, additional Children's Village staff, and Child Welfare workers participated in our PIT Count, including providing locations where homeless youth are most likely to be found for enumerator teams to search. Had there been youth or unaccompanied minors experiencing unsheltered homelessness, our teams would have encountered them prepared to engage them with knowledge and compassion around their experience. We were also prepared to offer immediate shelter and longer-term connection toward housing and other resources.

2B-4.	PIT Count–Methodology Change–CoC Merger Bonus Points.	
	NOFO Section V.B.5.a and V.B.7.c.	
	In the field below:	
1.	describe any changes your CoC made to your sheltered PIT count implementation, including methodology or data quality changes between 2022 and 2023, if applicable;	
2.	describe any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2022 and 2023, if applicable; and	
3.	describe how the changes affected your CoC’s PIT count results; or	
4.	state “Not Applicable” if there were no changes or if you did not conduct an unsheltered PIT count in 2023.	

**(limit 2,500 characters)**

1. There were no changes to our sheltered PIT count in 2023.
2. Our unsheltered PIT count data quality was improved by better coordination with local police departments, especially in Yonkers, our largest city, where police officers were assigned to meet our teams of enumerators on the night of PIT Count to assist with locating unsheltered homeless persons (we already had police officers accompanying enumerators in our other bigger cities Mount Vernon, New Rochelle, and White Plains).

We also concentrated on hiring Spanish speakers for our teams of enumerators. For the first time, most of our teams had at least one Spanish speaker.

3. Improved coordination with police departments during the PIT count and the ability to conduct more interviews in Spanish where needed helped to make our results more accurate and complete.

## 2C. System Performance

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

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

<b>2C-1.</b>	<b>Reduction in the Number of First Time Homeless–Risk Factors Your CoC Uses.</b>	
	NOFO Section V.B.5.b.	

In the field below:

1.	describe how your CoC determined the risk factors to identify persons experiencing homelessness for the first time;
2.	describe your CoC’s strategies to address individuals and families at risk of becoming homeless; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the number of individuals and families experiencing homelessness for the first time

**(limit 2,500 characters)**

1) A CoC workgroup of local eviction prevention experts developed a Comprehensive Assessment of Risk of Homelessness Tool (CART) to target prevention funds to those who need them most. The team chose the most salient factors based on their years of experience: prior homeless episodes in last 2 years, recent loss of employment income, household income below 25% of AMI, # of moves in last year, # of evictions in last 24 months, amount of debt, criminal history, domestic violence, having a disability, temporarily doubling-up, and having been given a date to leave housing.

2) At-risk households are assessed using the CART at multiple access points including DSS District Offices (DOs), school liaisons, libraries, soup kitchens & eviction prevention agencies and referred through Coordinated Entry to ESG and local eviction prevention services. DSS has 8 Homeless Diversion workers in its 4 DOs. They assess clients' financial resources, rent payment history, and availability of family and community supports. They do initial screening and triage, address emergent needs, identify alternatives to shelter placement, and refer complex cases to local CBOs for in-depth assessment and intensive budget counseling.

DSS invests over \$2 million local dollars annually to prevent homelessness. It consolidated its previously fragmented county-funded system of eviction prevention subsidies by assigning CLUSTER responsibility for 2 southern DOs and assigning Westchester Residential Opportunities responsibility for our northern and central DOs. These contracts include funding for crisis assessment, budget counseling and rent arrears.

DSS, Yonkers, and NYS contract with Legal Services of the Hudson Valley to provide eviction prevention legal services. Westchester County recently passed Access To Counsel legislation that will provide more free legal services for households up to 300% of poverty who face eviction.

Our CoC's Eviction Prevention Network has 11 non-profits who provide rental arrears from a dozen Federal, state, county, local and private funders. They use a shared application form and often work together to combine funds from 3-4 agencies to address tenants entire rent arrears.

In October 2022 our CoC began offering NYS-funded rent subsidies limiting participants' housing costs to 30% of income. By 9/15/23 48 households were receiving subsidies and 54% had been facing eviction at intake.

3) DSS oversees our strategy to reduce first-time homelessness.

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

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

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

**(limit 2,500 characters)**

Our CoC’s best source of data on the number of people entering our homeless system who have recently arrived in our CoC’s geographic area is the Westchester County Department of Social Services’ locally-developed Homeless Management System (HMS) database. WCDSS staff routinely record the community of origin for all households placed in emergency shelters in Westchester County. WCDSS staff were able to query the HMS system to extract the number of family households and the number of single adult households placed in shelters during FY21 and FY22 and the number of those households whose community of origin was outside of Westchester County.

Our FY23 System Performance Measurement Module showed in Metric 5.1 that the number of persons with entries into ES or TH (Westchester has no Safe Havens) rose in Westchester County from FY21 to FY22 by 469. The number of people with prior entries into HMIS within the preceding 24 months rose by only one, so our increase was almost entirely due to an influx of people newly entering our homeless system.

Our HMS data queries showed that an increased number of shelter placements of people entering Westchester’s homeless system from communities of origin outside Westchester accounted for a significant portion of our increased homeless numbers. The WCDSS Homeless Management System database showed that the number of shelter placements with communities of origin outside Westchester increased from 153 households with an estimated 321 persons in FY21 to 207 households with an estimated 417 persons in FY22.

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

**(limit 2,500 characters)**

- 1) Our strategy to reduce LOTH is to:
- a) to prioritize ALL CoC PSH to households with 12+ months of homelessness, use length of time homeless as a factor in referrals to RRH, and prioritize targeted ARP Emergency Housing Vouchers to nearly everyone who has been homeless for over one year,
  - b) intensify & focus case planning, and
  - c) systematically remove interagency barriers that delay rehousing.

a) Our CoC’s Coordinated Entry process prioritized 3 groups for ARP Emergency Housing Vouchers: DV survivors, families homeless longer than one year, and individuals homeless longer than one year. HMIS was used to identify households who had been homeless over one year. As of 8/11/2023 we had already housed 327 households with EHV: more than any other NY county, with 51 more approved and in housing search or initial briefing, and 30 more approved by NYS to submit applications and now assembling documents. Of those households already housed with EHV, 230 (over 70%) had been homeless over one year. Our CoC Landlord Relations Committee is also working to expand our supply of available units through outreach to and relationship building with local landlords and managing agents.

b) DSS has 12 Homeless Caseworkers who identify clients with long LOTH using HMIS and other DSS Homeless tracking systems, review their rehousing plans with shelter staff, identify housing barriers, ensure that clients & staff stay focused on overcoming these barriers & identify housing to fit each client’s needs.

c) Multiple CoC workgroups systematically remove barriers (e.g. slow communication or action) to speed rehousing. Our Patriot Housing team meets weekly to review rehousing status of every homeless veteran & Coordinated Entry Referral Conferences (CERC) meet biweekly or monthly to rapidly rehouse homeless households using a by-name list to case conference every household and overcome barriers to housing. We have separate CERC's for unsheltered clients, DV survivors, clients seeking PSH, and clients seeking RRH.

2) We identify people with longest LOTH using HMIS. Our Coordinated Entry system prioritizes clients homeless over 1 year. Clients are then prioritized by severity of need and then within each need level based on number of days homeless.

3) DSS oversees our LOTH reduction efforts.

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

	In the field below:
1.	describe your CoC’s strategy to increase the rate that individuals and persons in families residing in emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations;
2.	describe your CoC’s strategy to increase the rate that individuals and persons in families residing in permanent housing projects retain their permanent housing or exit to permanent housing destinations; and



3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to increase the rate that individuals and families exit to or retain permanent housing.
----	---

**(limit 2,500 characters)**

1) We use many strategies to increase our ES/TH/RRH permanent housing placement rate. Our Coordinated Entry System swiftly sends referrals when vacancies occur. Multiple CoC workgroups meet to speed the step-by-step rehousing process. Our Patriot Housing team meets weekly to review the status of every homeless veteran & teams meet biweekly or monthly to review status of all unsheltered, DV, PSH-seeking and RRH-seeking clients.

We use non-CoC resources to expand our housing supply. One major source is NYS Empire State Supportive Housing Initiative (ESSHI) grants that are 5-year funding, renewable for 20+ years, that funds operating & support service costs for new PSH, thus making new capital projects feasible, AND gives awardees priority for NYS capital funds. Westchester typically has 6-7 ESSHI grants awarded for local projects each year.

By 8/11/23 our CoC had housed 327 households with NYS HCR Emergency Housing Voucher program - more than any other NY county, with 51 more approved and in housing search or initial briefing and 30 more approved by NYS to submit applications and now assembling documents.

We also use NYS Medicaid Redesign Team funding to create innovative housing. In 2018 FSSY, a CoC member, was awarded a \$2.5 million 5-year Health Home Supportive Housing contract to provide 15 scattered-site PSH units for homeless disabled high-Medicaid users.

NYS Housing Choice Voucher (HCV) has allocated at least 5% of their vouchers in Westchester for homeless households and we have already referred scores of households to this project through our Coordinated Entry.

2) Our PSH retention rate is excellent: 99% in each of the last 5 years. All of our PSH programs offer in-home case management. DSS' Homeless Casework unit links clients to housing & services needed for housing stability. Our CoC convenes a Housing Success Committee that helps housing providers share strategies to stabilize challenging clients. DSS has created a new Housing Retention Unit for newly rehoused families that links clients to services, explains lease requirements, teaches basic housing upkeep, verifies that clients make timely rent payments, and ensures that rent subsidies are sustained. They focus on increasing household income and financial stability. Clients' landlords are given special access to DSS staff to respond to late or missing payments.

3) DSS and our CoC collaboratively oversee our efforts to increase exits to permanent housing.

2C-4.	Returns to Homelessness—CoC's Strategy to Reduce Rate.	
	NOFO Section V.B.5.e.	

In the field below:

1.	describe your CoC's strategy to identify individuals and families who return to homelessness;
2.	describe your CoC's strategy to reduce the rate of additional returns to homelessness; and

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

**(limit 2,500 characters)**

1) When a previously housed person or family becomes homeless again, one of several multi-agency CoC teams analyzes what went wrong with that specific individual's housing placement. Patriot Housing expedites planning and referrals for veterans. We have one Coordinated Entry Referral Conference (CERC) expediting planning and referrals for PSH, a 2nd for RRH referrals, a 3rd for street homeless, and a 4th for DV survivors. Every agency that knows the client contributes their perspective and helps shape the new housing and service plan. Multiple outreach workers and service providers are mobilized as needed to re-engage the client.

2) Our CERC groups try to understand the specific individual factors that led to renewed homelessness. We address these by making sure clients are linked to the specific services they need. Our housing plans have included personalized interventions like enabling clients to stay involved with their shelter community as a volunteer rather than as a resident, linking newly housed people to 12-step and other support groups, and helping people find things they love doing in their new home, e.g. watching movies, cooking, knitting, and painting. We try to set clients up to succeed before housing them.

Our CoC's Housing Success Workgroup (HSW) uses case conferences to support providers managing the most difficult clients to prevent returns to homelessness after they have been housed. HSW supports use of the Housing First Model and addresses the barriers that clients face in maintaining housing. HSW reviews individual cases to share ideas to & find solutions on individual and, as needed, systemic levels.

DSS has created a new Housing Retention Program for newly housed families, particularly those NOT housed in PSH. Each Retention worker has a caseload of 30 or less. Workers maintain monthly contact virtually or by phone and make bimonthly home visits. They link clients to services, explain lease requirements, teach basic housing upkeep, verify that clients make timely rent payments, and ensure that rent subsidies are sustained. They focus on increasing household income and financial stability. When the retention worker is involved clients' landlords can reach out to the worker who can help address late or missing payments. The retention worker works with the family for up to 6 months, but extensions can be granted if necessary.

3) DSS and our CoC collaboratively administer efforts to reduce returns to homelessness.

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

In the field below:

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

**(limit 2,500 characters)**

1) In 2019 DSS revamped its employment approach, making the Urban League of Westchester responsible for job services for ALL employable DSS clients. Its strategy is to provide underemployed individuals is to help them develop improved job skills so they can move up a career ladder. Our RRH projects have dedicated employment counselors. Our CoC recently added DSS' Office of Workforce Development manager to our CoC board to enhance our coordination.

2) The Urban League's strategy for unemployed recipients is to provide clients with the pre-vocational work readiness skills, work experience, and specific job skills training they need to effectively compete for jobs. The employment resources offered include job developers, job counselors, work readiness training, and job fairs. The Urban League also coordinates services for ALL non-employable DSS clients. It monitors treatment attendance to enhance employability and links clients to SSI/SSDI assistance. DSS caseworkers ensure that all CoC clients are linked to the Urban League.

The Urban League and DSS OWA links all Westchester's employable homeless to available educational/vocational programs. These include the NYS Education Department-funded Board of Cooperative Educational Services, the State University of New York's Westchester Educational Opportunity Center, the Yonkers' Public Schools' Vive School Pathways to Success program, and the Westchester County and Yonkers USDOL-funded Workforce Investment Boards' One-Stop Employment Centers. Individuals with disabilities can also receive services for NYS' Adult Career and Continuing Education Services Vocational Rehabilitation (ACCES-VR). Homeless veterans can also access VA and SSVF employment services.

Our CoC Self-Sufficiency Committee helps all of our homeless programs develop closer linkages with local employment resources. They discuss local employment resources, job training, child care, credit repair, & specialized resources for people with disabilities. Participants include DSS, WIB, Westchester Community College, Westchester Independent Living Center, NYS Department of Labor, local housing authorities, and the Child Care Council.

3) DSS' Office of Work Activities oversees our work to increase client employment income.

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

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

**(limit 2,500 characters)**

1) Our CoC's strategy to increase non-employment cash income is to coordinate a multi-agency effort to ensure that homeless people are linked to all available mainstream entitlements.

- DSS caseworkers routinely assess all new applicants for cash assistance to ensure that they are receiving all entitlements for which they are eligible. These include public assistance, SNAP food stamps, HEAP, and the Earned Income Tax Credit.

- \* All PSH and RRH case managers develop an Independent Living Plan that includes linking them to mainstream benefits.

- \* The Urban League also coordinates services for ALL non-employable DSS clients. It monitors treatment attendance to enhance employability and links clients to SSI/SSDI assistance. DSS caseworkers ensure that all CoC clients are linked to the Urban League.

- \* DSS also contracts with global firm Maximus to provide SSI/SSDI advocacy & SOAR to CoC clients.

- \* The Westchester County Department of Community Mental Health provides certified SOAR training and technical assistance for any CoC partner willing to provide SOAR services.

- \* Legal Services of the Hudson Valley does NYS-funded disability advocacy & SSI/SSD appeals.

- \* Our CoC provides annual trainings (last held 9/22/22; next scheduled in October 2023) for CoC staff in how to access available mainstream resources, including Temporary Assistance, SNAP, HEAP, child care subsidies, and SSI/SOAR. These training sessions are recorded and available in our CoC's online library so that new CoC staff can receive initial training and current staff can access refresher training when needed.

2) DSS oversees our work to increase client non-employment cash income.

### 3A. Coordination with Housing and Healthcare

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

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

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

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

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

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

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

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

Project Name	Project Type	Rank Number	Leverage Type
DCMH CaresPlus	PH-PSH	18	Housing
Homestead expansion	PH-PSH	19	Healthcare
PRISE	Joint TH-RRH	20	Healthcare

### 3A-3. List of Projects.

1. What is the name of the new project? DCMH CaresPlus
2. Enter the Unique Entity Identifier (UEI): GFB7MQFAU6F2
3. Select the new project type: PH-PSH
4. Enter the rank number of the project on your CoC's Priority Listing: 18
5. Select the type of leverage: Housing

### 3A-3. List of Projects.

1. What is the name of the new project? Homestead expansion
2. Enter the Unique Entity Identifier (UEI): GFB7MQFAU6F2
3. Select the new project type: PH-PSH
4. Enter the rank number of the project on your CoC's Priority Listing: 19
5. Select the type of leverage: Healthcare

### 3A-3. List of Projects.

1. What is the name of the new project? PRISE
2. Enter the Unique Entity Identifier (UEI): GFB7MQFAU6F2

**3. Select the new project type:** Joint TH-RRH

**4. Enter the rank number of the project on your** 20  
**CoC's Priority Listing:**

**5. Select the type of leverage:** Healthcare

### 3B. New Projects With Rehabilitation/New Construction Costs

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

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

<b>3B-1.</b>	<b>Rehabilitation/New Construction Costs–New Projects.</b>	
	NOFO Section V.B.1.s.	

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

<b>3B-2.</b>	<b>Rehabilitation/New Construction Costs–New Projects.</b>	
	NOFO Section V.B.1.s.	

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

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

**(limit 2,500 characters)**



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

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

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

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

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

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

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

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

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

(limit 2,500 characters)

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

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

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

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

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

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

Select yes or no in the chart below to indicate the type(s) of new DV Bonus project(s) your CoC included in its FY 2023 Priority Listing.

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

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

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

1.	Enter the number of survivors that need housing or services:	451
2.	Enter the number of survivors your CoC is currently serving:	165
3.	Unmet Need:	286

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

**(limit 2,500 characters)**

1.1The number of DV survivors that need housing or services (451 households) was calculated using the combined number of households which meet the following criteria during the past 30 days:

- Currently being served with Westchester County VSP with DV specific shelters which includes: My Sister's Place, Hope's Door and First Steps to Heal (46 households)
- Households which requested shelter/housing from VSP but could not be served due to lack of DV specific shelter capacity (124 households)
- Households currently on our Coordinated Entry prioritization list identified as "DV Fleeing" which includes our general population shelters and EHU through DSS (116 households)
- Households our CoC is currently serving as described in below (165 households)

1.2The number of DV survivor households our CoC is currently serving (165 households) includes:

- Currently residing in DV specific CoC housing programs (28 households)
- Currently residing in any other CoC housing program for which the HH met the criteria in addition to their homelessness being caused by DV (40 households)
- Households housed upon being referred via CE to state and locally funded programs (EHV) (97 households)

2. Data sources include comparable databases at VSP and our HMIS system as well as an external data base for those housed through EHV since NYS does not enter data directly into our HMIS system.

3. Our CoC is unable to meet the needs of all survivors due to one main barrier, the lack of sufficient funding to provide the number of housing units sufficient to provide for all survivor households made homeless by or fleeing DV.

Our response has been to network with all VSP in our geographic area, as well as our general population shelters through the Department of Social Services, to ensure that all households can be sheltered. In the case of households who are fleeing but have not yet left the residence where DV is taking place, survivors are connected to VSP to ensure they have access to safety planning, counseling and other resources to mitigate risk. We have welcomed new VSP partner, New Destiny, which is an HHAP & ESSHI recipient organization that has built a new 225 unit building in New Rochelle with 77 units allocated to DV survivor households. The units will be filled by referrals from our CE system.

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

Use the list feature icon to enter information on each unique project applicant applying for New PH-RRH and Joint TH and PH-RRH Component DV Bonus projects—only enter project applicant information once, regardless of how many DV Bonus projects that applicant is applying for.

<b>Applicant Name</b>
Westchester Count...

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

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

Enter information in the chart below on the project applicant applying for one or more New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects included on your CoC's FY 2023 Priority Listing for New Projects:

1.	Applicant Name	Westchester County Dept. of Social Services
2.	Project Name	PRISE
3.	Project Rank on the Priority Listing	20
4.	Unique Entity Identifier (UEI)	GFB7MQFAU6F2
5.	Amount Requested	\$1,024,042
6.	Rate of Housing Placement of DV Survivors–Percentage	90%
7.	Rate of Housing Retention of DV Survivors–Percentage	82%

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

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

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

**(limit 1,500 characters)**

1) Both rates were calculated using HMIS data for CHHOP’s current RISE program, a Joint TH-RRH program exclusively serving DV survivors, which CHHOP successfully established with FY18 CoC DV Bonus funding. The data covered the RISE program’s most recently completed program year, which ended 7/31/2023. Housing Placement was defined as moving into a RRH unit. Housing Retention was defined as graduating from the RRH unit 24 months later while still successfully housed in the unit.

2) Only safe housing destinations are included in the housing placement data. No RISE participants returned to their abusers during the most recent program year.

3) CHHOP is an experienced housing provider with multiple shelter and housing programs and is not classified as a victim service provider. It uses HMIS for RISE and all of its other homeless programs.

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

Describe in the field below how the project applicant:

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

(limit 2,500 characters)

1) In CHHOP’s current RISE program for DV survivors, the DV survivors work with the Case Manager to rapidly identify housing in a safe and supportive environment. The Case Manager provides the DV survivor with housing leads and lists. CHHOP has built relationships with landlords, real estate agents, and brokers to assist in the process of identifying housing.

2) DV Survivors are referred to the program based on a prioritization list created by our CoC’s Coordinated Entry process through a dedicated DV Coordinated Entry Assessor. All survivors must be enrolled in Coordinated Entry and referred to the program by the CoC. DV survivors may also be referred by victim services agencies and other DV providers if a client is in imminent danger and needs to be placed in a transitional unit for safety.

3) The Case Manager creates a service plan in collaboration with the DV survivor. The DV survivor identifies goals that they would like to achieve while in the program. The service plan is reviewed and updated every three months to assess progress toward obtaining the goal. The Case Manager assesses the goals to ensure they will assist the survivor in becoming self-sufficient in the next 24 months. All survivors can benefit from utilizing the wrap-around services provided by the program. The wrap-around services include but are not limited to DV counseling, case management, housing assistance, and employment and vocational services.

4) Survivors are linked to additional supportive services that the Case Manager or Employment Specialist identifies to help the individual obtain self-sufficiency. Survivors are also referred to additional mental counseling services by the Case Manager or DV counselor if needed.

5) DV survivors in the program have been able to sustain permanent housing after the subsidy ends by obtaining ARP-funded Emergency Housing Vouchers, mainstream Housing Choice Vouchers that have been set aside for homeless applicants, and other local Section 8 housing programs. Survivors have been able to sustain housing through housing lotteries, income-based and low-income housing programs, and Supportive Housing programs. Lastly, many survivors have been able to increase their income to maintain housing on their own without requiring a subsidy.

4A-3d.	Applicant Experience in Ensuring DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(d)	

Describe in the field below examples of how the project applicant ensured the safety and confidentiality of DV survivors experiencing homelessness by:	
1.	taking steps to ensure privacy/confidentiality during the intake and interview process to minimize potential coercion of survivors;
2.	making determinations and placements into safe housing;
3.	keeping information and locations confidential;
4.	training staff on safety and confidentiality policies and practices; and
5.	taking security measures for units (congregate or scattered site), that support survivors’ physical safety and location confidentiality.

**(limit 2,500 characters)**

1) To maintain privacy or confidentiality, the DV survivor is contacted directly by the DV Counselor, who sets up the initial intake interview. The DV Counselor uses a private number to contact the survivor so that confidentiality is maintained and the abuser is not made aware that the client is trying to flee or in contact with a DV agency. Once the survivor is referred to RISE, they do not have to discuss any details about their DV incident that make them uncomfortable. The DV Counselor assists the survivor through the intake process before being assigned a Case Manager so the survivor can feel safe in the process. The interview is conducted in a private area or location to maintain privacy and confidentiality. When entered into the database, the survivor's information is restricted from viewing by others.

2) During the intake, the survivor identifies 3 Westchester communities where they will feel comfortable living that are safe, affordable, and accessible to their employment and children's school. During the intake, the survivor is asked about where the DV incident took place to ensure they are not rehoused in a dangerous environment. The DV Counselor inquires about what steps have been put in place to protect the survivor from the abuser, e.g. securing an Order of Protection.

3) Once the survivor moves into housing, the DV Counselor completes safety planning with the individual. Safety planning is key in developing a plan to keep the survivor and their families safe. The survivor's information is restricted in databases for confidentiality, and all survivor information in paper records is kept locked in a safe, secure place. The survivor's housing location is not shared with anyone not assigned to provide services to the project.

4) In CHHOP's current RISE project, all program staff are trained on HIPPA and the Violence Against Women Act regarding safety and confidentiality requirements. All new staff complete DV training and ongoing training is provided by Westchester's leading DV shelter's educational training team.

5) The Case Manager inspects all units to ensure all security measures are in place. The survivor is made aware of all means of egress from their unit and building. The Case Manager makes monthly home visits to ensure that the survivor's unit has all physical safety measures in place.

4A-3d.1.	Applicant Experience in Evaluating Their Ability to Ensure DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
----------	---	--

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

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

**(limit 2,500 characters)**



In CHHOP’s current RISE DV Housing Bonus project, project staff meet on a bi-weekly basis to evaluate the safety and needs of all DV survivors served in the project. The Project Supervisor reviews the project's overall goals and outcomes to identify potential areas that need improvement. The team then collectively develops strategies for program improvement. The major outcomes tracked include housing placement and retention, job placement and retention, as well as assessing case management services. The safety plans are reviewed by the DV Counselor and their direct supervisor on an ongoing basis and revisited with the survivors throughout their time in the project.

4A-3e.	Applicant Experience in Trauma-Informed, Victim-Centered Approaches for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(d)	

Describe in the field below examples of the project applicant’s experience using trauma-informed, victim-centered approaches to meet needs of DV survivors by:

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

(limit 5,000 characters)

1) The survivor identifies three communities in Westchester in which they will feel comfortable living that they consider safe, affordable, and sufficiently accessible to their employment and children’s school. The survivor has the decision-making power to choose where they would like to live. The Case Manager uses a client-centered approach when assisting the survivor in obtaining housing.

2) The program staff are trained to be trauma-informed and use a victim-centered approach when dealing with a survivor. It is important for the staff to build a therapeutic alliance with the survivor to be able to build trust and for the survivor to feel safe. Staff must develop an effective communication style and be mindful of tone and language. The survivor is considered the expert of their lives, participates in goal setting, and has decision-making power over all choices.

3) The staff are provided in-person and web-based training around being trauma-informed. The staff is provided one-on-one supervision to address individual cases regarding survivors to develop plans to address any areas of concern around trauma. The survivors meet with the DV Counselor at least once monthly and are referred to additional services if needed to address trauma. The program has provided survivors with a support group facilitated by a DV Advocate to provide additional support to address trauma.

4) The program staff works from a strength-based perspective. Survivors are considered the experts regarding their lives and work with the Case Manager and other program staff to identify all the goals outlined in the service plans. The survivor’s strengths are assessed with various program assessments. The staff’s role in the process is to provide the survivor with the tools and resources needed for the survivor to obtain self-sufficiency.

5) All the program staff are trained to use a client-centered approach in dealing with cultural responsiveness and inclusivity. Staff are trained to create a safe space for all survivors despite cultural backgrounds. Staff will use all tools and resources needed to communicate with individuals based on any language or communication barrier. Staff have been provided with training regarding Diversity, Equity, and Inclusion.

6) The program provides survivors with various groups during the year to help the individuals obtain self-sufficiency. During these groups, survivors can foster and develop relationships to provide peer support to one another. Program staff are required to assist survivors in connecting to appropriate supports to address their needs, whether culturally or spiritually.

7) The program offers financial assistance to assist the survivors in obtaining childcare, and the Case Manager will assess the survivor’s needs in order to connect them to trauma-informed parenting classes if needed as well as legal services available through My Sister’s Place, Legal Services of the Hudson Valley, Pace University Women’s Law Center, and Hudson Valley Justice Center.

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

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

**(limit 5,000 characters)**

DV survivors in CHHOP’s current RISE DV Bonus program are provided with case management and housing support while searching for permanent housing. The Case Manager will accompany the survivor on housing viewings and appointments. The Case Manager will speak with the landlord and brokers to advocate for the survivor to obtain permanent housing. Other support services provided include employment and vocational services coordinated by CHHOP’s subcontracted partner (Lifting Up Westchester), DV counseling provided by CHHOP’s subcontracted partner (My Sister’s Place), and referrals for intensive mental health counseling available from CHHOP’s extensive network of community linkages (including Mental Health Association of Westchester, Westchester Jewish Community Services, and Family Services of Westchester) and legal services (available from Legal Services of the Hudson Valley, My Sister’s Place, Pace University Women’s Law Center, and Hudson Valley Justice Center).

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

Describe in the field below examples of how the new project(s) will:

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

**(limit 5,000 characters)**

1) In CHHOP’s proposed new FY23 DV Bonus project called PRISE, survivors will choose where they want to live. The PRISE Case Manager will work with survivors to identify 3 Westchester communities survivors feel are safe, affordable & accessible to their jobs and children’s school. All PRISE services will be client-centered.

2) The new PRISE project staff will be trained to be trauma-informed and to use a client-centered approach. PRISE staff will be trained to build a therapeutic alliance with the survivor to build trust and enable the survivor to feel safe. Staff will be trained to develop an effective communication style and be mindful of tone and language. The staff will learn that the survivor is the expert in their lives and allow them to lead. The new project will allow survivors to participate in goal setting and have the survivor exercise decision-making power over all choices.

3) The new PRISE project staff will be provided in-person and web-based training in trauma-informed service delivery. The Project Supervisor will provide one-on-one supervision with the Case Manager to ensure that all trauma-related needs are met. Specialized DV support services will be provided by a subcontracted DV Advocate from Westchester Medical Center’s (WMC) Sexual Assault Abuse and Victims Empowerment Program (SAAVE), a NYSDOH-certified Rape Crisis Program, that offers trauma-informed, victim-centered direct services, outreach & prevention programming for victims of sexual assault, DV, intimate-partner violence, human trafficking & gender-based violence. The survivors will meet with the DV Advocate at least monthly and will be linked to other trauma-focused services as needed.

4) The new PRISE project staff will learn to work from a strength-based perspective by assessing the survivor’s strengths with various program assessments. The survivors will be considered the experts of their lives and work with the Case Manager and other program staff to identify goals outlined in their service plans. The new program staff’s role in the process is to empower survivors with the tools and resources they need to achieve self-sufficiency.

5) The new PRISE project staff will be trained to use a client-centered approach in dealing with cultural responsiveness and inclusivity. The new project staff will be trained to create a safe space for all survivors despite coming from diverse cultural backgrounds. The new project will focus on providing staff with the appropriate tools and resources needed to communicate with individuals based on any language or communication barrier. All new staff will complete training in Diversity, Equity, and Inclusion.

Specialized DV support services will be provided by WMC’s SAAVE Victim Services, which provides free, confidential crisis intervention & advocacy services for victims & significant others regardless of age, race, class, ethnicity, sex, sexual orientation, gender identity, gender expression, or physical ability. Advocates assist victims in English and Spanish with access to translation services in almost every language.

6) The new PRISE project will offer survivors various groups during the year to help the participants achieve financial self-sufficiency. These groups will focus on financial literacy, employment, and vocational services, counseling support groups, and many other groups identified to focus on survivor needs. These groups will enable participants to give and receive peer support. The new

project staff will link survivors to appropriate cultural, spiritual, and practical supports.

A subcontracted Medical Care Coordinator from WMC’s Ally Center will link participants to needed medical, mental health, and behavioral health services, which will be used as matching funds for this project. The Ally Care Center is a multidisciplinary clinic with staff specifically trained to meet the needs of survivors of domestic violence and sexual assault and the LGBTQ+ community. The Ally Care Center provides comprehensive primary care (including care for the LGBTQ+ community including hormone therapy, preventative health screening, chronic disease management, testing & treatment for STIs including HIV & Hepatitis, and access to all WMC’s subspecialty care), integrated behavioral health services including medication assisted treatment, mental health services including psychiatry & peer support groups, & care management.

7) A subcontracted DV Advocate from WMC’s SAAVE Victim Services will help survivors develop and implement effective safety plans, provide DV counseling, and link them to the panoply of DV-specific counseling, trauma-informed parenting classes, legal and other services available through Westchester Medical Center, the Putnam/Northern Westchester Women’s Resource Center, Pace University Women’s Law Center, Hope’s Door, Westchester County Office for Women, My Sisters’ Place, and Hudson Valley Justice Center, & Legal Services of the Hudson Valley.

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

(limit 2,500 characters)

1) CHHOP will work toward developing a formal advisory group to guide operation of its PRISE program. The advisory group will include at least 3 DV survivors with a range of lived expertise.

2) CHHOP’s application for PRISE has been developed with the assistance of an individual with lived experience as a survivor of domestic violence. The individual has assisted with Policy and Program Development including development of the Operational Plan and the Evaluation Plan for the proposed new FY23 joint TH-RRH DV Bonus project.

## 4B. Attachments Screen For All Application Questions

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

1. You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete.
2. You must upload an attachment for each document listed where 'Required?' is 'Yes'.
3. We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images. Many systems allow you to create PDF files as a Print option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube.
4. Attachments must match the questions they are associated with.
5. Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process.
6. If you cannot read the attachment, it is likely we cannot read it either.
  - . We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).
  - . We must be able to read everything you want us to consider in any attachment.
7. After you upload each attachment, use the Download feature to access and check the attachment to ensure it matches the required Document Type and to ensure it contains all pages you intend to include.
8. Only use the "Other" attachment option to meet an attachment requirement that is not otherwise listed in these detailed instructions.

Document Type	Required?	Document Description	Date Attached
1C-7. PHA Homeless Preference	No	NYS DHCR Admin Pl...	09/11/2023
1C-7. PHA Moving On Preference	No		
1D-11a. Letter Signed by Working Group	Yes	NY-604 Letter Sig...	09/21/2023
1D-2a. Housing First Evaluation	Yes	NY-604 Housing Fi...	09/12/2023
1E-1. Web Posting of Local Competition Deadline	Yes	NY-604 Web Postin...	09/12/2023
1E-2. Local Competition Scoring Tool	Yes	NY-604 Local Comp...	09/14/2023
1E-2a. Scored Forms for One Project	Yes	NY-604 Scored For...	09/14/2023
1E-5. Notification of Projects Rejected-Reduced	Yes	NY-604 Notificati...	09/14/2023
1E-5a. Notification of Projects Accepted	Yes	NY-604 Notificati...	09/15/2023
1E-5b. Local Competition Selection Results	Yes	NY-604 Local Comp...	09/15/2023
1E-5c. Web Posting—CoC-Approved Consolidated Application	Yes	NY-604 Web Postin...	09/26/2023

1E-5d. Notification of CoC-Approved Consolidated Application	Yes	NY-604 Notificati...	09/26/2023
2A-6. HUD's Homeless Data Exchange (HDX) Competition Report	Yes	NY-604 FY2023 HDX...	09/12/2023
3A-1a. Housing Leveraging Commitments	No	NY-604 Housing Le...	09/13/2023
3A-2a. Healthcare Formal Agreements	No	NY-604 Healthcare...	09/26/2023
3C-2. Project List for Other Federal Statutes	No		
Other	No	CoC Board minutes...	09/20/2023

## **Attachment Details**

**Document Description:** NYS DHCR Admin Plan 2023 with PHA Homeless Preference highlighted

## **Attachment Details**

**Document Description:**

## **Attachment Details**

**Document Description:** NY-604 Letter Signed by Working Group

## **Attachment Details**

**Document Description:** NY-604 Housing First Evaluation

## **Attachment Details**

**Document Description:** NY-604 Web Posting of Local Competition Deadline

## **Attachment Details**



**Document Description:** NY-604 Local Competition Scoring Tool

## **Attachment Details**

**Document Description:** NY-604 Scored Forms for One Project

## **Attachment Details**

**Document Description:** NY-604 Notification of Projects Rejected-  
Reduced

## **Attachment Details**

**Document Description:** NY-604 Notification of Projects Accepted

## **Attachment Details**

**Document Description:** NY-604 Local Competition Selection Results

## **Attachment Details**

**Document Description:** NY-604 Web Posting–CoC-Approved Consolidated Application

## **Attachment Details**

**Document Description:** NY-604 Notification of CoC-Approved Consolidated Application

## **Attachment Details**

**Document Description:** NY-604 FY2023 HDX Competition Report

## **Attachment Details**

**Document Description:** NY-604 Housing Leveraging Commitment

## **Attachment Details**

**Document Description:** NY-604 Healthcare Formal Agreements

## **Attachment Details**

**Document Description:**

## **Attachment Details**

**Document Description:** CoC Board minutes to show people with lived experience are involved in decision-making

## Submission Summary

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

Page	Last Updated
1A. CoC Identification	08/28/2023
1B. Inclusive Structure	09/20/2023
1C. Coordination and Engagement	09/21/2023
1D. Coordination and Engagement Cont'd	09/21/2023
1E. Project Review/Ranking	09/26/2023
2A. HMIS Implementation	09/15/2023
2B. Point-in-Time (PIT) Count	09/20/2023
2C. System Performance	09/22/2023
3A. Coordination with Housing and Healthcare	09/11/2023
3B. Rehabilitation/New Construction Costs	09/01/2023
3C. Serving Homeless Under Other Federal Statutes	09/01/2023

<b>4A. DV Bonus Project Applicants</b>	09/26/2023
<b>4B. Attachments Screen</b>	09/26/2023
<b>Submission Summary</b>	No Input Required

rules and regulations and HCR's Administrative Plan. The standards and policies currently used to safeguard the privacy and confidentiality of tenant information and tenant files should apply equally to the employee. Special efforts should be taken to assure that the employee/applicant is not receiving preferential treatment. This policy also applies to relatives of employees.

The word "relative" as used in this section pertains to parent, child, grandparent, grandchild, sister, or brother of any employee.

### **1.03 Preferences**

HCR has established local preferences for tenant-based vouchers within the Housing Choice Voucher Program to further objectives towards improved residential stability, expanding housing opportunities and alleviating homelessness within New York State.

Each LA must give preference to applicants on their general tenant-based waiting list for the Housing Choice Voucher Program, as described below:

#### **PRIORITY 1: HOMELESS HOUSEHOLDS**

##### **First priority: Households defined as Homeless or households exiting Rapid Re-Housing.**

No less than 10% of each LA's general allocation of tenant-based vouchers (excluding special purpose vouchers – e.g. Mainstream, VASH, etc. – as well as project-based vouchers), must be dedicated to this preference, of which 5% (or half of the homeless preference threshold) shall be dedicated to households exiting rapid re-housing who have been referred by the appropriate, local Continuum of Care (CoC).

Additional instructions for this priority are provided below:

Homeless Preference, Category A (Rapid Re-Housing): The LA shall dedicate no less than half of its vouchers assigned to the homeless preference (or 5% percent of the LA's total, tenant-based voucher allocation), to qualified families exiting rapid re-housing, as defined under 24 CFR § 576.104, with a referral from a CoC. To meet this requirement, the LA must first select households with a referral from a CoC who are already on its waiting list, and then may accept referrals outside its waiting list from the CoC. The total number of households selected who qualify for Category A may exceed 5%, for up to no more than 10% of its total voucher allocation, if there are insufficient households in Categories B and C to meet the overall 10% homeless preference threshold.

Homeless Preference, Category 1: An individual or family who *lacks a fixed, regular, and adequate nighttime residence*, meaning:

a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; *or*



# Homes and Community Renewal

## STATEWIDE SECTION 8 VOUCHER PROGRAM

### Section 8 Housing Choice Voucher Administrative Plan

Effective January 27, 2023

Version 2023 - 1

**SECTION 8 HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN  
TABLE OF CONTENTS**

**INTRODUCTION**..... Intro-1

Charges Against Section 8 Administrative Fee Reserve ..... Intro-2

**Section 1.0 SELECTION AND ADMISSION POLICIES**

1.1 Hiring a Housing Choice Voucher Participant as an Employee of the Local Organization..... 1-1

1.2 Eligibility of Local Administrator’s Employees for Housing Choice Voucher Program Assistance..... 1-1

1.3 Preferences ..... 1-2

1.4 Opening the Waiting List ..... 1-4

1.5 Closing the Waiting List..... 1-5

1.6 Updating the Waiting List ..... 1-5

1.7 Removal of Applicants from the Waiting List ..... 1-6

1.8 Screening of Applicants ..... 1-7

1.9 Grounds for Denial of Assistance ..... 1-8

1.10 Confidentiality of Criminal Records ..... 1-11

1.11 Notification of Negative Actions ..... 1-11

1.12 Application Procedures ..... 1-12

1.13 Applicant Status While on Waiting List ..... 1-14

1.14 Time of Selection ..... 1-14

1.15 Income Targeting Requirement..... 1-14

1.16 Selection of Families from the Waiting List ..... 1-15

1.17 First-Year Limitation on Where Family Can Lease a Unit at Initial Participation In the Program..... 1-15

1.18 Eligibility of Students for Assisted Housing under Section 8..... 1-16

1.19 Initial Eligibility Certification..... 1-18

1.20 Requirement to Attend Interview..... 1-18

1.21 Portability Moves from Other PHAs..... 1-19

1.22 Income Verification ..... 1-20

1.22.1 *Child Support*..... 1-21

1.22.2 *Pay Stubs as Verification of Income* ..... 1-21

1.22.3 *Asset Verification*..... 1-22

1.22.4 *Medical Expenses* ..... 1-22

1.23 Final Determination and Notification of Eligibility ..... 1-23

1.24 Document Retention for Applicants and Participants ..... 1-23



1.24.01	<i>Applicants</i> .....	1-23
1.24.02	<i>Participants</i> .....	1-24
1.24.03	<i>Criminal Records</i> .....	1-24
1.25	HAP Contract Term and Terminations .....	1-24

**Section 2.0 ISSUING VOUCHERS**

2.1	Voucher Term .....	2-1
2.2	Voucher Expirations .....	2-1
2.3	Suspensions.....	2-2
2.4	Extensions .....	2-2
	2.4.1 <i>Reasonable Accommodation Extensions</i> .....	2-2
	2.4.2 <i>Extensions Due to Extenuating Circumstances</i> .....	2-2
2.5	LA Assistance to Voucher Holders.....	2-2
2.6	LA to LA Transfers .....	2-3

**Section 3.0 SPECIAL ADMISSIONS**

3.0	Special Purpose Programs.....	3-1
3.1	Mainstream Vouchers (MS) .....	3-1
	3.01.1.A <i>MS Definitions</i> .....	3-2
3.2	Veterans Affairs Supportive Housing (VASH).....	3-5
	3.2.01 <i>VASH – Family Break-up</i> .....	3-5
3.3	Payment Standard/HAP for Special Housing Types.....	3-6
	3.3.01 <i>HAP Contract Requirements for Special Housing Types</i> .....	3-8
3.4	Emergency Housing Vouchers (EHV) .....	3-8
	3.4.01 <i>Eligibility Requirements</i> .....	3-8
	3.4.02 <i>Partnering Agency</i> .....	3-9
	3.4.03 <i>EHV Requirements, Exceptions and Waivers</i> .....	3-9
	3.4.04 <i>Program Incentives</i> .....	3-15
	3.4.05 <i>Definitions</i> .....	3-15
3.5	Disaster Recovery .....	3-20
3.6	Other Housing Emergencies .....	3-21

**Section 4.0 OCCUPANCY POLICIES**

4.1	Definition of Groups of Persons That May Qualify as a Family .....	4-1
4.2	Family Guests .....	4-2
4.3	Definition of When an Applicant Is Considered to Be Continuously Assisted ....	4-2

**Section 5.0 ENCOURAGING PARTICIPATION IN AREAS OF  
NON-CONCENTRATION .....**

5-1

**Section 6.0 AFFIRMATIVELY FURTHERING FAIRHOUSING**

6.1 Assistance to Families Claiming Discrimination..... 6-1

6.2 Section 8 Housing Choice Voucher Programs..... 6-2

**6.3** Fair Housing Policies..... 6-3

**Section 7.0 PROVIDING PARTICIPANT INFORMATION TO PROSPECTIVE OWNER**  
..... 7-1

**Section 8.0 DISAPPROVAL OF OWNER** ..... 8-1

**Section 9.0 GROUNDS FOR TERMINATING ASSISTANCE**

9.1 Terminating for Alcohol Abuse or Criminal Drug Activity ..... 9-1

9.2 Termination of Assistance to Sex Offenders ..... 9-1

9.3 Other Reasons for Terminating Assistance..... 9-2

**Section 10.0 SUBSIDY STANDARDS**

10.1 Determination of Family Unit (Voucher) Size..... 10-1

10.2 Exceptions to Subsidy Standards ..... 10-2

10.3 Request for Exceptions to Subsidy Standards..... 10-3

10.4 Errors in Subsidy Standards ..... 10-3

10.5 Changes for Applicants..... 10-4

10.6 Overcrowding (Under-Housed) Families ..... 10-4

10.7 Under-Utilization (Over-Housed) in Enhanced Voucher Conversions ..... 10-4

10.8 Ineligible Housing..... 10-4

**Section 11.0 FAMILY ABSENCE FROM THE DWELLING UNIT**

11.01 Confinement to Nursing Home or Hospital ..... 11-1

**Section 12.0 DETERMINING ASSISTANCE IF A FAMILY BREAKS UP**

12.01 Remaining Member of Tenant Family..... 12-1

**Section 13.0 INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

13.1	Preference Denials .....	13-1
13.2	Informal Review Procedures for Applicants.....	13-1
13.3	When an Informal Review is Not Required.....	13-1
13.4	Informal Review Process .....	13-2
13.5	Procedure for Review.....	13-2
13.6	Mitigating Circumstances for Applicants with Disabilities.....	13-3
13.7	USCIS Determination of Ineligibility .....	13-3
13.8	Restrictions on Assistance to Non-Citizens.....	13-4
13.9	Informal Review Regarding Citizenship Status with LA .....	13-4

**Section 14.0 INFORMAL HEARING PROCEDURES FOR PARTICIPANTS**

14.1	Consideration of Circumstances .....	14-1
14.2	When a Hearing is Required .....	14-1
14.3	When a Hearing is Not Required .....	14-2
14.4	Notice to the Family.....	14-2
14.5	Hearing Procedures .....	14-3
14.6	Effect of the Decision .....	14-4
14.7	Mitigating Circumstances for Participants with Disabilities .....	14-4
14.8	Hearing Provisions for Restrictions on Assistance to Non-Citizens .....	14-5
14.9	USCIS Determination of Ineligibility .....	14-5
14.10	USCIS General Requirements .....	14-6

**Section 15.0 COMPLAINTS..... 15-1**

**Section 16.0 PAYMENT STANDARDS**

16.1	Setting the Payment Standard .....	16-1
16.2	Revising the Payment Standard .....	16-1
16.3	Reasonable Accommodation .....	16-2

**Section 17.0 OWNER RENTS AND RENT REASONABLENESS**

17.1	Rent to Owner in the Housing Choice Voucher Program.....	17-1
17.2	Rent Proration .....	17-1
17.3	Rent Reasonableness Determinations .....	17-1
17.4	Rent Reasonableness Methodology .....	17-2

**Section 18.0 SPECIAL HOUSING TYPES ..... 18-1**

<b>Section 19.0</b>	<b>PARTICIPANT PAYMENTS FOR AMOUNTS OWED THE PHA.....</b>	19-1
19.1	Fraud Versus Participant Errors/Omissions .....	19-2
19.2	Repayment Agreements - General .....	19-2
19.3	Determining Participant Monthly Repayment Amounts.....	19-3
19.4	Compensation for Executed Repayment Agreements .....	19-4
19.5	Additional Actions When Potential Fraud/Abuse is Observed.....	19-4
19.6	Late Payments.....	19-5
19.7	Minimum Rents .....	19-5

**Section 20.0 UTILIZING THE ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**

20.1	Demonstrating Compliance with Mandatory Use of EIV .....	20-1
20.1.1	<i>Debts Owed to PHAs &amp; Termination Module .....</i>	20-2
20.1.2	<i>Policy Governing DTDB Entries .....</i>	20-3
20.1.3	<i>Screening Families Through EIV Former Tenant Search Module ...</i>	20-3
20.1.4	<i>Mandatory Monitoring of EIV Reports.....</i>	20-4
20.2	Income Discrepancy Resolutions .....	20-4
20.3	EIV Security Measures .....	20-5
20.3.1	<i>Handling of Discrepancy Reports.....</i>	20-5
20.3.2	<i>Records Retention .....</i>	20-5
20.3.3	<i>Disposal of Applicant and Participant Records .....</i>	20-5
20.3.4	<i>EIV Security Monitor .....</i>	20-6
20.3.5	<i>Storage of EIV Documents.....</i>	20-6
20.3.6	<i>Key Control Form.....</i>	20-6
20.3.7	<i>EIV Security Awareness Training.....</i>	20-7
20.3.8	<i>Breach of EIV Security Policy .....</i>	20-7

**Section 21.0 RECERTIFICATIONS**

21.1	Interim Recertifications .....	21-1
21.2	Effective Date of Changes for Interim Recertifications.....	21-1
21.3	Annual Recertifications .....	21-2
21.03.01	<i>Triennial Recertifications for Fixed Income Households.....</i>	21-3
21.4	Verification Guidance and Public Assistance Income Calculations .....	21-4
21.5	Zero Income Families .....	21-4
21.6	Minimum Rent Hardship Exemption.....	21-4

**Section 22.0 RESTRICTIONS ON MOVES BY A PARTICIPANT FAMILY ..... 22-1**

**Section 23.0 HOUSING QUALITY STANDARDS (HQS) INSPECTION POLICIES**

23.1 Requirements and Guidelines for Inspections ..... 23-1

23.2 Initial HQS Inspections ..... 23-3

23.3 Annual HQS Inspections ..... 23-3

23.4 Verification of HQS Deficiencies ..... 23-4

23.5 Reinspections ..... 23-4

23.6 Notification of HQS Failures ..... 23-5

23.7 Time Standards for Repairs ..... 23-5

23.8 Rent Increases..... 23-5

23.9 Move Out/Vacate Inspections ..... 23-5

23.10 Special/Complaint Inspections ..... 23-5

23.11 Quality Control Inspections..... 23-6

23.12 Accessibility Modifications to HQS..... 23-6

23.13 Emergency Repair Items..... 23-6

23.14 Lead Based Paint ..... 23-7

    23.14.1 Initial Inspection ..... 23-9

    23.14.2 Annual/Periodic Inspection..... 23-9

23.15 Smoke and Carbon Monoxide Detectors..... 23-10

23.16 Self-Closing Doors ..... 23-10

23.17 Determination of Responsibility..... 23-11

23.18 Consequences When Owner is Responsible (Non-Emergency Items)..... 23-11

23.19 Reduction of Payments ..... 23-12

23.20 Termination of Contract ..... 23-12

23.21 Consequences When Family Is Responsible ..... 23-13

23.22 Local Administrator-Owned Units ..... 23-13

**Section 24.0 SECTION 8 HOME OWNERSHIP**

24.1 Introduction ..... 24-1

24.2 Permitted Ownership Arrangements ..... 24-2

24.3 Determination of Family Eligibility ..... 24-2

24.4 Home Ownership Counseling ..... 24-4

24.5 Home Inspections ..... 24-5

24.6 Determination of Home Ownership Assistance Levels..... 24-6

24.7 Mortgage Financing and Down Payments..... 24-7

24.8 Home Search ..... 24-8

24.9 Post-Purchase Activities..... 24-8

24.10 Portability..... 24-10

24.11 Length and Continuation of Assistance ..... 24-10

24.12 Home Ownership Option 10 Year Asset Exclusion ..... 24-11

24.13 Recapture Provisions and Re-Sales ..... 24-11

24.14	Defaults .....	24-12
24.15	Family Obligations .....	24-12
24.16	Termination .....	24-13
24.17	Family Self-Sufficiency (FSS) and Home Ownership .....	24-14
24.18	File Documents for Audit Trail .....	24-14
	24.18.01 Annual Recertification Documents Required in HO Files .....	24-16
24.19	Re-enrollment in the Home Ownership Program .....	24-16

## **Section 25.0 PROJECT-BASED VOUCHER PROGRAM**

25.1	PBV Contract Selection .....	25-1
	25.01.01 Single-Stage and Multi-Stage Contracts .....	25-2
25.2	Deconcentration of Poverty/Expanding Housing Opportunities Standards ....	25-2
25.3	HAP Term .....	25-3
25.4	HAP Contract Amendments (Unit Substitution/Addition) .....	25-3
	25.4.1 Unit Substitution .....	25-3
	25.4.2 Unit Addition .....	25-3
	25.4.3 Unit Removal .....	25-4
25.5	Selection of Families from the Waiting List for Project-Based Units .....	25-4
	25.5.1 Preferences .....	25-5
25.6	Tenant Screening .....	25-5
25.7	HQS/Inspections .....	25-5
	25.7.1 New/Turnover, Annual and Special Inspections .....	25-5
25.8	Over-Housed, Under-Housed and Accessible Units .....	25-6
25.9	Vacancy Payments .....	25-6
25.10	Project Cap .....	25-7
25.11	Supportive Service Requirements .....	25-7
	25.11.1 Requirements .....	25-8
	25.11.2 Compliance Monitoring .....	25-8
25.12	Determination and Redetermination of Rent .....	25-9
	25.12.1 Rent Increase Request Process .....	25-9

## **Section 26.0 ENHANCED VOUCHER ASSISTANCE**

26.01	Zero Housing Assistance Payments at Initial Conversion .....	26-1
-------	--	------

## **Section 27.0 SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP) ..27-1**

## **Section 28.0 VIOLENCE AGAINST WOMEN ACT .....** 28-1

## **GLOSSARY .....** GLOS-1

## **DEFINITIONS .....** DEF-1

## **VAWA ATTACHMENTS .....** VAWA RES-1

## INTRODUCTION

**The overall mission of the New York State Homes and Community Renewal (HCR) is Partnering to Improve and Preserve our Homes and Communities.**

The New York State Homes and Community Renewal comprises all the State's major housing and community renewal agencies, among which are the Division of Housing and Community Renewal (DHCR) and the Housing Trust Fund Corporation (HTFC), a subsidiary public benefit corporation of the NYS Housing Finance Agency (HFA). HTFC contracts with DHCR to administer some of the activities of the Section 8 program.

Within the overall mission of the agency, this Administrative Plan serves as the HCR operational handbook for implementing the U. S. Department of Housing and Urban Development's (HUD) Section 8 Housing Choice Voucher (HCV) Program, including Enhanced and Project-based Vouchers). This Plan has been prepared in such a manner as to ensure compliance with all requirements set forth in 24 CFR §982.54 (Administrative Plan).

In the implementation of the Section 8 Housing Choice Voucher (HCV) Program, HCR acts as the Public Housing Agency (PHA) for all local programs under its purview. In this capacity as PHA, HCR has full responsibility for the satisfactory completion of all contractual obligations with HUD. The Section 8 tenant-based assistance programs are federally funded and administered for the State of New York by HCR through its Statewide Section 8 Voucher Program Office.

To effectively and efficiently implement the program over its entire Statewide jurisdiction, HCR has contracted with Local Administrators (LAs) to undertake necessary field activities. Day-to-day responsibility for local administration of the HCV Program in the field is assumed by each LA in its designated local area of operation. The divisions of responsibilities are detailed in a contract between HCR and each of its LAs.

The NYS HCR/Statewide Section 8 Voucher Program is authorized to administer the Section 8/Housing Choice Voucher Program statewide, currently in the following NYS jurisdictions: Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Delaware, Dutchess, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Nassau, New York (*Bronx, Brooklyn, Manhattan, Queens, Staten Island*), Niagara, Oneida, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rockland, Saratoga, Seneca, Schuyler, Steuben, St. Lawrence, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Washington, Wayne, Westchester, Wyoming and Yates Counties. HCR is also authorized to administer a mobility counseling program in Westchester County.

Administration of the Section 8 Program and the functions and responsibilities of the HCR staff will be in compliance with the HCR Personnel Policy and HUD's Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

## **LA Contract Default**

As indicated above, day-to-day responsibility is assumed by each LA and the division of responsibilities detailed in a separate contract between HCR and each LA.

- A. Events of Default:** Any of the following shall constitute an “Event of Default:”
- i. Failure to perform the Tasks set forth in this Agreement and/or annexed documents;
  - ii. Noncompliance with any provision of this Agreement;
  - iii. Violation of the Administrative Plan, applicable Federal regulations, or any other applicable state or federal rules in carrying out the Tasks required by the Scope of Work;
  - iv. Failure to comply with any other written guidance issued by HCR or HTFC;
  - v. Failure to maintain the minimum requirements of the ACC;
  - vi. Actions by the LA or its staff, officers, subcontractors, or agents that would or do jeopardize the health, safety, and welfare of Program participants;
  - vii. Actions by the LA or its staff, officers, subcontractors, or agents that would or do damage the reputation and/or credibility of HCR, HTFC or the State of New York;
  - viii. Instances of fraud or any misrepresentation by the LA or its staff, officers, subcontractors, or agents;
  - ix. Failure to perform in accordance with the LA’s most recent Plan accepted by HCR, or failure to notify HCR of changes to the Plan.
  - x. In the event that the LA shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the LA or any of its affiliates seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of its or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or debtors, or seeking the entry of an order of relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property; or LA shall take any corporate action to authorize any of the actions set forth above in this paragraph.
  - xi. In the event the LA is Non-Operational because of a Force Majeure Event or otherwise, provided that, without limiting any other remedy it may have, the Agency may, at any time, terminate the affected portion of this Agreement and either perform the affected Services itself or, at any time, contract with a third party for substitute services.
  - xii. In the event there has been a material adverse change in the financial condition of LA which affects the ability of LA to perform the Services.
  - xiii. In the event of a change in Control of LA where such Control is acquired, directly or indirectly, in a single transaction or series of related transactions by an entity that the Agency believes would adversely affect the Agency’s or any Agency Affiliate’s public mission or the Services, (ii) that all or substantially all of the assets of LA are acquired by any entity, or (iii) that LA is merged with or into another entity to form a new entity, provided, that, the Agency may terminate this Agreement at any time within six (6) months after the last to occur of such events. For purposes of this paragraph, “Control” shall mean the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a stock corporation) of LA.



- xiv. If LA shall or shall attempt to assign or transfer in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of this Agreement (other than pursuant to subcontractors that are approved in writing by the Agency) or any interest therein without, in any such case, the prior written consent of the Agency in accordance with Section XXIII, or LA shall encumber in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of this Agreement, or any interest herein without, in any such case, the prior written consent of the Agency.
- xv. If LA or any of its affiliates, officers or controlling owners shall become the subject of any investigation by any governmental authority for violation of any law or regulation or shall commit any act that the Agency believes will reflect badly on the standing of the Agency or any Agency Affiliate or cause negative media attention on the Agency, any Agency Affiliate or its or their employees via acts or omissions arising from LA activities, whether or not related to Services to be performed under this Agreement.
- xvi. If any change in law or regulation results in circumstances that adversely affect (i) LA's ability to provide the Services for the Fees, or (ii) LA's performance of the Services.
- xvii. Failure to obtain the necessary subcontracts to comply with the Office of Economic Opportunity & Partnership Development's MWBE and SWDOB requirement or failure to provide evidence of unsuccessful outreach. This only applies to a LA that is not self-performing.
- xviii. **If the U.S. Department of Housing and Urban Development, or another appropriate federal agency, takes action to terminate the agency's Section 8 Housing Choice Voucher Annual Contributions Contract, or if sufficient federal funding is not available to sustain program operations.**

**B. Default Notice:** Upon the occurrence of any of the above Events of Default, HTFC may issue a Notice of Default. The LA shall have a minimum of five (5) business days, to cure such Event of Default, except as provided for in this subsection. HTFC may under emergency circumstances require that a default be cured in fewer than five (5) business days but no less than 24 hours if it determines that: 1. the safety, health or well-being of Section 8 participants, staff or the public may be in jeopardy; 2. federal, state or local law requires immediate action; -or- 3. immediate action is required to protect the interest of HTFC. If the LA wishes to dispute any portion of the default notice, they must submit a protest in writing to the HCV Director within forty-eight (48) hours of receiving the notice, except in emergency circumstances in which case the protest must be received within 24 hours. The Director will review the protest and determine whether to withdraw or amend the default notice at his/her sole discretion.

### **Charges Against Section 8 Administrative Fee Reserve**

As a New York State government department, HCR does not have a Board of Commissioners.

The Commissioner of HCR or, for usual and customary business in the implementation of the Section 8 Housing Choice Voucher Program, the Commissioner's designee is responsible for review and approval of all proposed expenditures that may be made from an operating reserve for "other housing purposes".

## **Section 1.0 SELECTION AND ADMISSION POLICIES**

It is the policy of HCR to ensure that all families who express an interest in housing assistance are given equal opportunity to apply and are treated in a fair and consistent manner. This section describes the policies and procedures for selecting and admitting families to the Statewide Section 8 Housing Choice Voucher (HCV) Program including completion of an application for assistance, placement and/or denial of placement on the waiting list and limitations on who may apply.

Unless otherwise approved by HCR (and HUD if regulatory waiver is required), these selection and admission processes apply to all local program areas in HCR's Statewide Program jurisdiction.

### **1.01 Hiring a Housing Choice Voucher Participant as an Employee of the Local Administrator's Organization**

HUD rules and regulations do not prohibit a PHA from hiring as an employee a person who is also a participant in the PHA's HCV program. However, when hiring such person, the LA should apply the same Section 8 standards and policies set forth in HUD rules and regulations and HCR's Administrative Plan. The standards and policies currently used to safeguard the privacy and confidentiality of tenant information and tenant files should apply equally to the employee. Special efforts should be taken to assure that the employee/recipient is not receiving preferential treatment. This policy also applies to program participants who are relatives of employees.

Where feasible, the LA should utilize the services of another PHA/LA to conduct inspections, interim and annual reexaminations.

The LA **must submit, within 90 days of initial participation,** the names of all employees and known relatives of employees who are participants in their Housing Choice Voucher program to their HCR Statewide Section 8 Voucher Program Representative. A relative for the purpose of this requirement is defined as follows (and includes the same for relationships created by marriage): spouse, child, sibling, parent, grandparent, grandchild, aunt, uncle, niece, nephew, cousin.

### **1.02 Eligibility of Local Administrator's Employees for Housing Choice Voucher Program Assistance**

HUD rules and regulations do not prohibit an employee (*who is otherwise qualified*) of a PHA from applying and receiving HCV program assistance from the PHA with whom he/she is employed.

Therefore, when an employee of the LA applies for Housing Choice Voucher Program assistance, the LA should apply the same Section 8 standards and policies set forth in HUD

rules and regulations and HCR's Administrative Plan. The standards and policies currently used to safeguard the privacy and confidentiality of tenant information and tenant files should apply equally to the employee. Special efforts should be taken to assure that the employee/applicant is not receiving preferential treatment. This policy also applies to relatives of employees.

The word "relative" as used in this section pertains to parent, child, grandparent, grandchild, sister, or brother of any employee.

### **1.03 Preferences**

HCR has established local preferences for tenant-based vouchers within the Housing Choice Voucher Program to further objectives towards improved residential stability, expanding housing opportunities and alleviating homelessness within New York State.

Each LA must give preference to applicants on their general tenant-based waiting list for the Housing Choice Voucher Program, as described below:

#### **PRIORITY 1: HOMELESS HOUSEHOLDS**

##### **First priority: Households defined as Homeless or households exiting Rapid Re-Housing.**

No less than 10% of each LA's general allocation of tenant-based vouchers (excluding special purpose vouchers – e.g. Mainstream, VASH, etc. – as well as project-based vouchers), must be dedicated to this preference, of which 5% (or half of the homeless preference threshold) shall be dedicated to households exiting rapid re-housing who have been referred by the appropriate, local Continuum of Care (CoC).

Additional instructions for this priority are provided below:

Homeless Preference, Category A (Rapid Re-Housing): The LA shall dedicate no less than half of its vouchers assigned to the homeless preference (or 5% percent of the LA's total, tenant-based voucher allocation), to qualified families exiting rapid re-housing, as defined under 24 CFR § 576.104, with a referral from a CoC. To meet this requirement, the LA must first select households with a referral from a CoC who are already on its waiting list, and then may accept referrals outside its waiting list from the CoC. The total number of households selected who qualify for Category A may exceed 5%, for up to no more than 10% of its total voucher allocation, if there are insufficient households in Categories B and C to meet the overall 10% homeless preference threshold.

Homeless Preference, Category 1: An individual or family who *lacks a fixed, regular, and adequate nighttime residence*, meaning:

a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; *or*

b. An individual or family living in a supervised publicly or privately operated shelter designated to provide **temporary** living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); *or*

c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Homeless Preference, Category 4: Any individual or family who:

a. Is *fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking*, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; *and*

b. Has no other residence; *and*

c. Lacks the resources or support networks, e.g., family, friends, and faith- based or other social networks, to obtain other permanent housing.

In addition to identifying as one of the categories listed above, **HCR requires** the applicant provide or obtain written verification of their homeless status. That verification shall be accepted according to the following hierarchy:

1. Written confirmation from a coordinating shelter, housing provider, service agency or institution (for those being discharged) -or-
2. Third-party documentation such as: a recent notice of eviction, a utility shut-off notice, etc. -or-
3. Self-certification in a format prescribed by NYS HCR.

### **PRIORITY 2: ELDERLY/DISABLED/FAMILIES WITH CHILDREN**

**Second priority (No limitation):**

**Households identified as Elderly and/or Disabled (as defined by HUD) or Families with Dependent Children.**

### **PRIORITY 3: ALL OTHER ELIGIBLE HOUSEHOLDS**

**Third priority (No limitation):**

**All applicants who do not meet the criteria to claim one of the preferences described above but meet all other eligibility criteria as described in HUD regulations and this Administrative Plan.**

As allowed under HUD regulations, HCR has exercised its' discretion to limit the number of applicants that may qualify for a local preference, therefore, 10% of each LA's general allocation

of regular vouchers, not including those programs with a separate project number (i.e., Mainstream, VASH), must be designated for the above stated homeless preference. Half of the homeless preference allocation (equal to 5% of the general allocation of regular vouchers) must be designated for the use of families exiting rapid re-housing. Each LA will partner with one or more CoC for direct rapid re-housing referrals, as needed. LA's may execute a Memorandum of Understanding ("MOU") with each CoC referring families under this preference.

### **1.03a: Preference Administration and Waivers**

As long as less than 10% of an LA's tenant-based vouchers are dedicated to homeless households, per the definition in Section 1.03 of the Administrative Plan, the waiting list for that county/jurisdiction shall remain active. Once an LA has reached the 10% threshold, all remaining applicants shall be chosen from the remaining priorities and according to their numeric position on the waiting list. Once a participant's voucher that was initially qualified for assistance under the homeless preference has been terminated or relinquished, the LA must re-activate the homeless preference until the 10% threshold is reached. Each LA will be responsible for maintaining their tenant-based waiting list in accordance with these requirements.

In order to meet the required percentage for the homeless preference, the LA shall take the following steps:

1. Draw applicants who claimed the homeless preference from their current waiting list and verify that they qualify for the preference.
2. To meet the Rapid Re-housing Threshold in Category A, and/or if there are an insufficient number of applicants on the LA's current waiting list who meet the definition for all three Categories, the LA shall accept referrals outside of its current waiting list from the appropriate CoC or from another qualified homeless service provider until the percentage threshold is met.

If Steps 1 and 2 are unsuccessful in enabling the LA to meet the required homeless preference percentage, and the LA has attempted at least once to notify the appropriate, local CoC in writing, then the LA shall notify HCR within 15 calendar days and may seek a partial or full waiver from the homeless preference.

For the PBV program, while the homeless preference stated above is not applicable, each project sponsor is encouraged to consider a homeless preference for their project as allowed by and through the competitive selection process, funding requirements and any additional programmatic requirements applicable at the time of award.

All LA's with closed waiting lists must first offer current applicants on the waiting list who qualify to receive the benefit of the preference to move up on the waiting list accordingly. The notice to applicants must include how to successfully apply and establish themselves with the homeless preference status which would include the same format we implement for new applicants including contacting the partnering agencies for referrals and/or determination of preference eligibility. If a closed waiting list is opened to establish homeless applicants, the LA

should specify on any public notice that current waiting list applicants will also be given the benefit of the preference.

HUD regulations currently require mandatory prohibitions to the HCV program. Policies regarding sex offender status, meth production, evictions within 3 years from federal assistance and those family members currently engaged in illegal drug use or threatening activity are all still mandatory prohibitions to the program. In addition, as no policy, whether mandated by HUD or discretionary as set forth in HCR's administrative plan, can be limited to or excluded from any one population (i.e. homeless population), all policies and/or available opportunities within the program must be followed, enforced and made available to all participants, as applicable.

Any additional special purpose programs with preferences or a targeted population as required by HUD are listed in Section 3.0 of this Administrative Plan and will be provided under separate notice.

#### **1.04 Opening the Waiting List**

Each LA will utilize the following procedures for opening any waiting list, including opening a waiting list solely for the purpose of a limited scope and/or a targeted population:

When the LA determines that there are an insufficient number of applicants on its local waiting list, the LA will advertise through public notice in local media of general circulation and any available minority media in the LA jurisdiction. The public notice should provide information on income and other general eligibility requirements; and should also contain the following:

- The dates, time, location, and other relevant contact information regarding where families may apply;
- The program(s) for which applications will be taken (general list, PBV, mainstream, etc);
- The specified period (if any) for which applications will be received by the LA; and
- A brief description of the program;
- A statement that individuals with disabilities are eligible for the program and that reasonable accommodations will be made where necessary to ensure equal participation in housing assistance;
- A statement affirming compliance with equal housing opportunity requirements; and affirming compliance with equal housing opportunity requirements; and
- The federal Equal Housing Opportunity Logo.

Within 30 days of closing the waiting list, if an application is requested or submitted by a person with a disability, such request will be granted/accepted as a reasonable accommodation.

In conjunction with opening the waiting list, the LA is required to prepare an Affirmative Fair Housing Marketing Plan which addresses:

- Conducting outreach to advocacy groups (i.e., disability rights groups) on the availability of housing assistance;
- Identifying and outreaching to the population that is least likely to apply, both minority and non-minority groups, through various forms of media (i.e., radio stations, posters, newspapers) within the marketing area and through various community groups.

### **1.05 Closing the Waiting List**

The LA may discontinue receiving applications if there are enough applicants to fill anticipated openings for the next **24** months. A local waiting list may **not** be closed if to do so would have a discriminatory effect inconsistent with applicable civil rights laws.

The LA will announce the closing of the waiting list by public notice.

### **1.06 Updating and Purging the Waiting List**

The LA will update and purge its waiting list (*including any active PBV waiting lists*) at least annually to ensure that the pool of applicants reasonably represents families still actively interested in Section 8 HCV assistance. Updating enables the LA to update information regarding address, family composition, income category and preferences. The number of applicants on the waiting list should be at least equal to 50% of the LA's current program size or sufficient to cover the next 24 months of anticipated available vouchers, whichever is greater.

Prior to updating the waiting list:

- The LA must retain a copy of the pre-updated waiting list report.
- All applicants who are affected by the update must be notified by mail.

The updating/purging process must be performed at minimum for those applicants considered reachable within a 12 month period for each active waiting list. All correspondence must include the name and address of the applicant notified.

The LA should advise applicants to provide updated contact information in writing. Applicants will be advised that they will be removed from the waiting list if they cannot be reached at the address provided on the initial application.

The letter will indicate that the purpose of the contact is:

- to determine applicant interest in remaining on the waiting list; and
- to offer the family an opportunity to update any information previously provided to the LA.

The contact letter will require the applicant to provide return correspondence in the following circumstances:

1. The applicant wishes to be removed from the waiting list, or
2. The applicant wishes to update information currently on file provided by the LA to expedite return of requested information.

Contact letters returned by the Post Office as undeliverable will be grounds for removing an applicant from the waiting list. However, if a letter is returned by the Post Office with a forwarding address, the LA should update the information on the computer and re-mail the letter to the new address. In such cases, an applicant's name should not be removed from the active waiting list and determined ineligible unless the applicant fails to respond to this notice.

In addition, and if applicable, the LA should also notify the contact person or organization provided by the applicant on **Form HUD-92006**, "Supplement to Application for Federally Assisted Housing (see section of form entitled "Reason for Contact")", before removing the applicant's name from the active waiting list.

The LA will compare results of the update to regular annual program participant attrition rates. If the initial update results in an inadequate number of applicants to offset regular program attrition rates, the LA will conduct additional outreach until it is determined that there are sufficient numbers of active applicants.

### **1.07 Removal of Applicants from the Waiting List**

The LA will remove an applicant's name from the waiting list under the following conditions:

- The applicant requests, in writing, that his/her name be removed;
- The applicant fails to respond to a written request for information;
- Correspondence is returned to the LA by the Post Office as undeliverable;
- The applicant misses two or more scheduled appointments/briefings; or
- The applicant does not meet either program eligibility or screening criteria.

Before removing an applicant from the waiting list due to the applicant's failure to respond to a written request, a second letter must be mailed to the applicant. If the applicant does not respond to the second notice within ten (10) business days, the name of the applicant will be removed from the waiting list.

When an extenuating circumstance prevents an applicant from responding to an LA's correspondence which resulted in the applicant being removed from the active waiting list and determined ineligible, reinstatement of the applicant shall be granted by the LA subject to acceptable documentation verifying the extenuating circumstance. If reinstatement is granted, the applicant will retain his/her original position on the waiting list.



Requests for reinstatement to the waiting list due to extenuating circumstances must be made within 60 days of the LA's notice informing the applicant that his/her name will be removed from the active waiting list. **Requests that are received after the 60 days period must be denied.**

Extenuating circumstances include, but are not limited to the following:

- When a death has occurred in the family;
- Hospitalization;
- Illness;
- Incarceration; and
- Other circumstances determined by the LA

In no event will an applicant's name be held in abeyance on the active waiting list based on his/her representation that he/she is not ready to be processed when reached on the list.

Applicants' files must be retained for at least three years after the date an application is closed, withdrawn from the waiting list, or determined ineligible.

### **1.08 Screening of Applicants**

As part of LA processes for determining eligibility for participation, the LA will conduct criminal background checks on all adult household members, including live-in aides. These checks will be used to identify circumstances under which assistance must be denied in accordance with the requirements of Section 1.9.

All adult applicant family members will be required to sign a release of information which will authorize the LA to access criminal records.

This check may be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the LA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). The LA will also check with the State sex offender registration program to determine if an individual is subject to a lifetime registration requirement as a State sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the LA will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms.

The LA will not screen family behavior or suitability for tenancy. The LA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before LA approval of the tenancy, the LA will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

All screening procedures will be administered uniformly, fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups under federal, New York State or local fair housing laws.

To the maximum extent possible, the LA will involve other community and governmental entities in the promotion and enforcement of this policy. This policy will be posted on the LA's bulletin board and copies made readily available to applicants and participants upon request.

### **1.09 Grounds for Denial of Assistance**

There are two automatic bars for which the LA will permanently deny assistance:

1. The LA **will** permanently deny assistance to a family if any member of the family has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally-assisted housing.
2. The LA **will** permanently deny assistance to anyone subject to a lifetime registration requirement as a State sex offender.

The LA will also deny assistance to applicants who:

1. do not meet any one or more of the eligibility criteria;
2. do not supply information or documentation required by the application process;
3. fail to complete any aspect of the application or lease-up process;
4. have a history of criminal activity by any household member involving crimes of physical violence against persons or property, or any other criminal activity, including drug-related criminal activity that **would adversely affect the health, safety or well-being of other**

**participants or staff, or cause damage to the property.** The LA may only consider prior criminal convictions or pending arrests and may not consider arrests and/or accusations that did not result in a conviction. Even where convictions exist, those convictions cannot be an automatic bar to the applicant being granted assistance unless they are one of the two automatic bars discussed above. However, such history will not serve as the basis to deny assistance if it has been at least five (5) years since the conviction or service of sentence whichever is later, where there has been no other such intervening criminal activity during that period that would serve as the basis to deny assistance.

5. have engaged in illegal drug use or a pattern of alcohol abuse (as specified below) within one (1) year of initial lease-up of an applicant:
  - A member of the household has demonstrated a pattern of drug or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons in the immediate vicinity of the premises.

The LA may waive the decision to deny assistance if:

- the person responsible for the prohibited action demonstrates successful completion of or are participating in a credible rehabilitation program approved by the LA, or
- the circumstances leading to the violation no longer exist because the person who engaged in prohibited drug-related or alcohol-related activity is no longer in the household due to death or incarceration.
- The LA may approve assistance to an eligible family, provided that the household member(s) determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the LA may consider individual circumstances with the advice of Juvenile Court officials.

If assistance is to be denied because of criminal activity, drug or alcohol abuse as outlined above, the denial will be based upon either of the following:

- Preponderance of evidence – defined as “*evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.*”
  - Credible Evidence – defined as “*evidence provided by police and court systems such as drug raids, drugs found in the dwelling unit, evidence which is tied to the activity, warrants issued, arrests made, etc.*”
6. currently owe rent or other obligations to any housing authority in connection with the public housing or Section 8 programs;

7. have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
8. have a family member who was evicted from federally-assisted housing within the last five (5) years;
9. have a household member who has been evicted from federally-assisted housing for drug-related criminal activity within the last three (3) years prior to anticipated date of admission. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802. However, an eviction within the last 3 years for drug-related criminal activity is not an automatic bar since the LA will provide assistance if:
  - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the LA; or
  - The circumstances leading to the eviction no longer exist (for example, the household member has died or is incarcerated);
10. have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The LA may waive this requirement if:
  - the person demonstrates to the LA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - the person has successfully completed a supervised drug or alcohol rehabilitation program;
  - the person has otherwise been rehabilitated successfully; or
  - the person is participating in a supervised drug or alcohol rehabilitation program.
11. have engaged in or threatened abusive or violent behavior towards any LA staff member;
12. have a family household member who has been terminated under the Pre-Merger Certificate or Voucher Programs or Housing Choice Voucher Program during the last three years. This three-year prohibition does not apply to a family member who voluntarily withdrew from the program, and was in good standing at that time;
13. have a family member who has been convicted of manufacturing or producing methamphetamine;

14. have a family member with a lifetime registration under a State sex offender registration program; or
15. is a welfare-to-work (WTW) family that willfully and persistently failed to fulfill its obligations under the welfare- to-work voucher program within the last three years.

In considering whether to deny or terminate assistance because of any actions or failure to act by the members of the family, the LA must look at relevant circumstances such as the seriousness of the case the extent of participation or culpability of the individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on the other family members who were not involved in the action or failure.

These circumstances governing denial of assistance to applicants shall also be applicable to any and all instances wherein a participant family wishes to admit an additional family member who meets any of the above conditions.

### **1.10 Confidentiality of Criminal Records**

The LA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and must be destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to LA staff individuals responsible for screening and determining eligibility for initial and continued assistance. Misuse of the above information by any employee of the LA will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report must be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information must be shredded immediately upon completion of the review or hearing procedures and the final decision.

The LA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

### **1.11 Notification of Negative Actions**

Any applicant whose name is being removed from the waiting list will be notified in writing by the LA that he/she has ten (10) business days from the date of the written correspondence to request an informal review. The letter will also indicate that the applicant's name will be removed from the waiting list if he/she fails to respond within the time limit specified.

If an applicant's criminal record was obtained from a state or local agency under section 24 CFR 5.903 or 5.905 (that is, obtained a criminal conviction or sex offender record of an adult household member from a law enforcement agency using the approved consent form) showing that a household member has been convicted of a crime relevant to applicant screening, the family must first be provided with the subject record and an opportunity to review and dispute the accuracy and relevancy before a denial of admission is communicated if based on the same information. Written notification indicating the applicant has (10) days from the date of the written correspondence to review and/or dispute must be provided prior to a notice of denial.

The LA's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the LA will provide a reasonable accommodation. If the applicant indicates that he/she did not respond due to a disability, the LA will verify that the applicant is disabled.

An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

### **1.12 Application Procedures**

Each LA will utilize a standardized application form approved by HCR. The applicant will be responsible for completing all sections of the application. If an applicant with a disability requests assistance as a reasonable accommodation, the LA will arrange for it.

The primary purpose of the application intake function is to gather pertinent eligibility information on applicants. This process will also be utilized by LAs to provide such information to applicants as may be necessary to ensure accurate and timely decisions concerning eligibility and to expedite provision of assistance to eligible families.

Prospective applicants may either complete the application at the LA's office or request that one be sent to them for completion and return.

Each application must be accompanied by proof of the applicant's current address. The only exceptions to this requirement are:

- a. Project-based applicants; however, if an applicant applies to both waiting lists (project-based and Housing Choice Voucher), proof of residency is required for the HCV waiting list.
- b. Applicants who are not residing in the LA's jurisdiction at the time of application.

Should an applicant be unable to provide the required proof of residency at the time of initial application, they will be considered a "non-resident" applicant as defined in Section 1.17.

At a minimum, the application will contain the following information:

1. Head-of-household name, address, and phone number;
2. Dates of birth for all family members;
3. Social Security numbers for all family members in accordance with HUD regulations and guidance, and HCR policy notices.
4. Racial and ethnic designation of the head of household;
5. Preferences either authorized by HCR or required by HUD;
6. Annual gross income for each family member;
7. Date application was submitted; and
8. Form HUD-92006, Supplement to Application for Federally Assisted Housing. *Note: While HUD requires that this form be included as a Supplement to the PHA's Application for Federally Assisted Housing, the applicant has the option of providing additional contact information, or declining to do so. Regardless of the option chosen, the signed and dated form must be maintained in the applicant's file.*
9. Veteran status for Head of Household, Co-Head, and Spouse.

Upon receipt in the LA's office, the date and time of each application will be recorded on the application form. Persons submitting applications will not be required to attend an interview; information on the application will be accepted on a "self-certified" basis until the applicant is contacted for a pre-selection final eligibility determination. Incomplete applications will be returned to a family, together with a statement of what information is necessary to complete the application.

Each person submitting an application will receive written acknowledgment of receipt of the application from the LA. As further described below, the acknowledgment will indicate the applicant's tentative eligibility status.

Applicants who have submitted a complete application and have been determined to be preliminarily eligible for Section 8 HCV assistance will be placed on the waiting list until assistance is available. In the acknowledgment letter, the LA will briefly indicate the steps that will follow after the applicant's name has been placed on the waiting list.

While documents verifying date of birth may be requested at the time of submission of the application, an applicant should not be denied placement on the waiting list if this documentation is not provided. Such verification is only required at the time of the final eligibility determination.

Disclosure of Social Security numbers by applicants must conform to HUD regulations and guidance, and to HCR policy notices. Accordingly, applicant(s) have up to 180 days to meet HUD's Social Security documentation requirements before being removed from the waiting list.

If an applicant is determined ineligible based on the information provided in the application, the LA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform the family of its right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as a reasonable accommodation.

### **1.13 Applicant Status While on Waiting List**

All applicants who are placed on the waiting list will be informed of their responsibility to report changes in address in writing within 30 days of occurrence. Applicants will also be required to report changes in income, family composition and/or other items potentially affecting applicant eligibility.

Applicants will be notified that, if the LA is unable to contact the family due to its failure to promptly submit a change of address notification, it may result in its name being dropped from the waiting list. Applicants will also be dropped from the waiting list if they fail to respond to written requests for information or action within LA-specified time frames.

Exceptions will be granted for applicants with disabilities, as defined in 24 CFR §5.403 who were not able to respond within the time frame due to their disability. Exceptions may also be granted for applicants hospitalized for sufficient duration if the failure to respond is/was due to the hospitalization.

### **1.14 Time of Selection**

When funding is available, families will be selected from the waiting list in sequence, regardless of family size, subject to income targeting requirements.

### **1.15 Income Targeting Requirement**

The same income targeting rule that applies to participant-based vouchers also applies to project-based vouchers (PBV). The 75% targeting requirement is a combined factor for any LA with both participant-based and project-based vouchers.

LAs are responsible for ensuring that, in any given year, of the **combined total** of participant-based and project-based admissions, not less than 75% of admissions must be families with incomes at or below 30% of area median.

HCR's "targeting year" is the same as its program fiscal year of April 1 through March 31. LAs should look at the previous year's admission activity to determine the overall percentage of



families admitted who were at or below 30% of median. No adjustments to administrative practices will be necessary if it is considerably above 75%.

HCR does not grant waivers of the income targeting policy for which an owner or landlord can apply.

In order to ensure that the targeting requirements are met on an overall basis, it is necessary that LAs meet these requirements on an individual basis. However, HCR may exercise its discretion to modify this requirement on an “as needed” or individual basis, in view of the initial impact on targeting that may result from PBV move-ins.

For PBV vacancies, LAs must continue doing everything possible to admit families with incomes at or below 30% of median. However, the LA is permitted to raise the targeting income ceiling to 50% of area median income if the LA can demonstrate that sufficient families at the 30% of area median income level are not available. In this situation, LAs should primarily, **if not solely**, admit families having incomes at or below 30% of area median income to tenant-based HCV openings, until the overall percentage of the LAs annual admissions equals or exceeds 75% of families at this income level.

### **1.16 Selection of Families from the Waiting List**

Unless otherwise approved by HCR (and HUD if such approval is necessary), the selection of participants in all LA Program jurisdictions will be according to the following local selection order:

- For participant households with more than one family member, selection will be based on date and time of application (*or in the case of an LA using a lottery selection process, in the order generated by the lottery selection process.*)
- For single person households, persons who are elderly, disabled, handicapped or displaced will be selected before other single person households.

The qualification for the above listed preference and/or any subsequent preferences that may be added is based solely on an applicant’s status **at the time of selection from the waiting list**. LAs must not ask an applicant claiming disability to specify the exact nature of (or state or explain) his/her disability, nor does the applicant have to submit proof of said disability; documentation can only state that the applicant is disabled.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be extremely low-income families (unless a different target is agreed to by HUD), the LA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, HCR and each LA will monitor incomes of newly admitted families and the incomes of the families on the waiting list.

If there are an insufficient number of extremely low-income families on the waiting list, the LA will conduct outreach on a non-discriminatory basis to attract sufficient numbers of extremely low-income families in order to reach the statutory requirement.

**1.17 First-Year Limitation on Where Family Can Lease a Unit at Initial Participation in the Program**

a. For the purpose of this provision the following definitions apply:

a “Non-resident applicant” is defined as an applicant where neither the head of household nor their spouse has a “domicile” (legal residence) within the jurisdiction of the county at the time the applicant applies to port their voucher.

“Domicile” is defined as the legal residence of the head of household or spouse as determined in accordance with State and local law.” New York State case law defines “domicile” as “one’s [the head of household or spouse] principal and permanent place of residence where he/she always intends to return to from wherever he/she may be temporarily located and from which he/she has no present intention of moving. In other words, the ‘domicile’ is the location where a person intends to make his or her home indefinitely.”

b. Families seeking to port their voucher will be advised that, if contacted for admission to the jurisdiction wherein they were a non-resident applicant, they must first utilize the assistance for 12 consecutive months in the jurisdiction of the program where they are currently admitted before portability may be granted. In order to exercise their right to port, the family must provide supportive documentation establishing 12 consecutive months of residency with assistance. All documentation received must completely and sufficiently support the family’s residency claim. If there is insufficient evidence to support the residency claim, the portability request must be denied. If any documentation submitted to establish residency is determined fraudulent, the family’s participation in the program must be terminated. All “non-resident applicants” must be advised of this policy upon acceptance of their housing application by the Local Administrator and at the time the family is contacted to establish an eligibility certification interview for portability purposes. The legal residence reported by the applicant at the time of application is the determining factor in the implementation of these provisions.

c. The 12 month limitation for non-resident applicants seeking to port a voucher does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or family member, or any family member who has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family’s request to move. Requests to port a voucher under this section must be documented in accordance with 24 CFR § 5.2007.

d. As a reasonable accommodation, the Local Administrator may allow a “non-resident” applicant to port a voucher during the first 12-month period when the move would respond to a special family need based on a disability. A “non-resident” applicant must document the request to port a voucher under this section and demonstrate the nexus between the person’s disability

and the request to port the voucher. The Local Administrator will review the request and make a reasonable accommodation determination on a case-by-case basis.

### **1.18 Eligibility of Students for Assisted Housing under Section 8**

An LA should apply 24 CFR 5.609(b)(9) when determining the eligibility of a student and calculating income.

An LA shall deny Section 8 assistance if the head of household is enrolled as either a part-time or full-time student at an institution of higher education unless one or more of the following circumstances applies:

- The head of households is over the age of 23;
- The head of households is a veteran of the United States military;
- The head of household is married;
- The head of household has at least one dependent child;

The above exceptions do not apply to a student residing in a Section 8 assisted unit with his or her parent(s) or who lives with his/her parent(s) who are applying to receive Section 8 assistance. Students who are living with their parents who are, individually or jointly, ineligible for assistance may not apply.

### **Tuition and Fees**

LAs should evaluate income verification for students on a case-by-case basis. Typically, financial aid amounts exceeding tuition, fees, and other required educational expenses must be included when calculating the household's annual income. This rule applies except where the head of household falls into one of the exceptions listed above, in which case any income received from an Institution of Higher Education, including student stipends, work study, etc., is excluded. This exclusion only applies if the LA determines that the head of household is a full-time student at that Institution.

When evaluating whether a head of household qualifies as a full-time student, an LA should review the student's bill, account statement, IRS Form 1098-T, or any official documentation from the school directly. As a guide, the school's website may assist in providing an itemized list of tuition and fees typically charged students. Student loan proceeds are also excluded from income calculations.

If a program participant is seeking an income exclusion, the burden of proof is on the applicant. If the applicant provides inconsistent, conflicting, or non-credible information, it is appropriate for the LA to seek clarity and request additional supporting documentation as needed. While the LA may ask the participant, among other things, if they are a student and where they are enrolled in an educational program, 24 CFR 5.609(b)(9) does not provide a standard for determining when a participant qualifies as a student or what qualifies as an educational program.

Questions the LA may ask when evaluating student eligibility and calculating income may include:

- 1) Is the participant charged tuition and/or any other required fees and charges? If yes, what are itemized charges?
- 2) Is the financial assistance being provided intended to cover, in whole or in part, the tuition and/or other required fees and charges as are defined in PIH Notice 2015-21 and Housing Notice 2015-12?
- 3) Is the financial assistance provided under the Higher Education Act of 1965 from private sources or higher education institutions (as defined by the Higher Education Act of 1965)?

### **1.19 Initial Eligibility Certification**

At the point of selection from the waiting list, all adult household applicants will be required to participate in an initial eligibility certification interview. Single persons who claim that they are elderly, disabled, handicapped or displaced must have that status verified prior to the LA's scheduling of the initial eligibility certification interview.

Information used to verify an applicant's eligibility at initial certification for the HCV program must be current, that is within 60 days of the issue date of a voucher. Upon verification of the applicants' information, the LA must update the electronic "Wait List Applicant Report" for each applicant. A copy of the "Wait List Data Sheet" must be maintained in each applicant's file.

After the above preference is verified, applicants will be required to participate in a full eligibility certification interview with an LA representative in accordance with 24 CFR 982.301. The certification and briefing interview afford the LA an opportunity to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that all required information is accurate and complete. The briefing phase of the interview is used as a vehicle to provide information about the certification and verification process, as well as to advise the family of other PHA services or programs which may be available.

At the certification interview, the applicant will be required to furnish complete and accurate information requested by the interviewer. The LA representative will initially complete the certification based on written and/or verbal information provided by the applicant.

At the conclusion of the certification interview, the applicant will sign and certify that all information is complete and accurate.

### **1.20 Requirement to Attend Briefing Interview**

All adult family members are required to attend the interview and sign the eligibility certification. Exceptions may be made for students attending school out of state or for members for whom attendance would be a hardship. Interviews must be held in a manner which meets the requirements set forth by HUD and this Administrative Plan. They may be conducted in person, remotely via video-teleconferencing, or through other virtual platforms. To conduct a briefing remotely, the methodology must be consistent with the requirements in Section 14.05 (Hearing Procedures) of this Administrative Plan. It is incumbent on the LA to ensure the same equal opportunity and nondiscrimination requirements for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act are followed.

The head of household or the head and spouse are required to attend the interview. If the head of household cannot attend the interview, the spouse may attend to complete the certification and certify for the family. However, the head of household will be required to attend an interview within three days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant misses a scheduled appointment, does not contact the LA to reschedule, cannot be contacted by the LA to reschedule or misses two scheduled meetings, the LA will reject the application and the applicant will be removed from the waiting list.

If an applicant is denied assistance due to failure to attend the full certification interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

The head of household and spouse will be required to sign the certification form and/or a supplemental form/worksheet containing the family composition, income, asset and allowance information for the family. As required by the LA, other adult members may also be asked to sign these forms.

**All** adult members must sign:

- HUD Form 9886 (Release of Information);
- any supplemental forms and/or documents required by the LA;
- declarations and consents related to citizenship/immigration status; and
- a consent form to release criminal conviction records and to allow the LA to receive records and use them in accordance with HUD regulations.

Applicants may also be required to sign specific verification forms for information which is not covered by HUD form 9886. Failure to do so when required will be cause for denial of the application for Section 8 assistance.

If the LA determines during or after the interview that additional information is needed directly from the applicant, the LA will specify in writing what information is required and what kind of documentation must be provided by the applicant to verify it. The family will be given ten business days to supply requested information. If the information is not supplied in this time period, the LA may deny assistance.

**1.21 Portability Moves from Other PHAs**

Local Administrators are required to adhere to HUD’s portability requirements for initial and receiving PHAs, as set forth in HUD regulations and PIH Notices.

Policies related to absorption or billing of portability moves are established by HCR as PHA. HCR reserves the right to revise its portability billing guidelines based on budget authority granted by HUD and unit baseline allocations established by HCR for each local program.

The term of a receiving PHA’s voucher may not expire before 30 calendar days from the expiration date of the initial PHA’s voucher, including any extensions the initial PHA may have granted on the voucher. For example, if the initial PHA extends the voucher until 11/30/2016, the receiving PHA’s voucher may not expire before 12/30/2016. As a receiving PHA, an LA may extend the voucher up to an additional 180 days beyond the initial PHA’s expiration date, including any extensions the initial PHA has already granted, in accordance with Section 2.0 of this Administrative Plan.

**1.22 Income Verification**

All income and asset information provided by the applicant must be verified using HUD’s income verification hierarchy (See below and Section 20 of this Administrative Plan). The file must be documented to leave a clear audit trail. Any documentation requested directly from the applicant must be provided within the time specified by the LA.

Annual income criteria (including definition and exclusions) can be found at 24 CFR 5.609.

**HUD Verification Hierarchy and Techniques**

<b>Level</b>	<b>Verification Technique</b>	<b>Ranking</b>
6	<b>Upfront Income Verification (UIV)</b> using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory use for all participants and new admissions within 120 days)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional) (i.e., The Work Number, other databases)

4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory use for all applicants where non-HUD UIV system is not available; Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute.)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. EIV is not available for verifying income of applicants until after they have been admitted. Verification Hierarchy and Techniques illustrates six levels of verification starting with 6 as the highest category of Upfront Income Verification using HUD’s EIV system, then 5 Upfront Income Verification (UIV) using non-HUD system, 4 Written Third Party Verification, 3 Written Third Party Verification Form, 2 Oral Third Party Verification and 1 Tenant Declaration.

**1.22.01 Child Support**

Periodic and determinable allowances received as child support payments must be included as annual income. However, child support payments pursuant to court order or private agreement that is nonrecurring or sporadic shall be excluded as income upon proper written verification. The LA must also obtain third party verification of income derived from child support and/or cash contribution. Request for verification of such incomes must be made directly from the contributor or the enforcement agency (family court or Department of Social services, etc.).

**1.22.02 Pay Stubs as Verification of Income**

Original or authentic pay stubs generated by a third-party source dated either within the 60-day period preceding the reexamination or LA’s requested date can be accepted as verification of income subject to the following:

LAs are required to obtain a minimum of four consecutive weeks of pay stubs (i.e., 4 separate weekly or 2 bi-weekly pay stubs) or 2 monthly pay stubs to determine annual income from wages. However, at its discretion, LAs are permitted to obtain additional paystubs as warranted to determine the annual income.

The average of the paystubs and the average of the year-to-date statement must be compared; the greater of the two averages must be used. Paystubs that are not consistent with (less than) an individual's regular pay cycle (i.e.; weekly, bi-weekly, monthly, etc.) should not be used in the determination of average annual income. LAs must ascertain the reason(s) for the inconsistency and the file must be documented to leave a clear audit trail.

When the LA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal, temporary or inconsistent employment), the LA will review and analyze historical data (tax returns, EIV) for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

If the submitted paystubs or the year-to-date statement are inadequate to determine the average annual income. LAs must request/obtain third party verification of income.

### **1.22.03 Asset Verification**

LAs are required to include in the calculation of annual income any interest or dividends earned on assets held by the family. Original or authentic documentation (i.e.; bank statements, stocks/bonds, real estate, etc.) generated by a third-party source within the most recent three (3) months. For checking accounts, LAs must obtain three (3) consecutive months of bank statements (the last statement being within the most recent three months) and use the three-month average as the cash value. For savings accounts, LAs must obtain one statement dated within 3 months and use the ending balance on that statement as the cash value. At its discretion, the LA may obtain statements that are older if there is suspicion of any irregularities.

When a family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from the net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

For each new admission, the LA must comply with HUD's EIV income verification requirements, including:

- review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
- print and maintain a copy of the Income Report in the tenant file; and
- resolve any income discrepancy with the family within 60 days of the EIV Income Report.



### **1.22.04 Medical Expenses**

Medical expenses, as defined in 24 CFR 5.603(b) are expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Unreimbursed medical expense deductions exceeding 3% of the household's annual income may be permitted in families where the head, spouse, or co-head is at least 62 or is disabled. If a family meets the eligibility criteria for a medical expense deduction, the qualified medical expenses of all family members may be counted. Medical expenses must be personally incurred and not covered or reimbursed under any insurance, coverage plan or paid from any other source. In order to qualify as a medical expense deduction, it must be listed as an includable item in the most current IRS Publication 502, Medical and Dental Expenses.

<b>*Summary of Allowable Medical Expenses from IRS Publication 502</b>	
<ul style="list-style-type: none"><li>• Services of medical professionals</li><li>• Surgery and medical procedures that are necessary, legal &amp; non-cosmetic</li><li>• Services of medical facilities</li><li>• Hospitalization, long term care, and in-home nursing services</li><li>• Prescription medicines and insulin, (all nonprescription &amp; OTC medicines are not allowed unless they have been prescribed by a doctor)</li><li>• Medical supplies, such as bandages</li><li>• Substance abuse treatment programs</li><li>• Psychiatric treatment</li></ul>	<ul style="list-style-type: none"><li>• Actual transportation costs for and essential to medical care (i.e., bus, taxi, ambulance) or standard medical mileage rate for a car</li><li>• The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</li><li>• Cost and continuing care of necessary service and/or guide animals as defined in the Glossary (excludes support animals)</li><li>• Medical insurance premiums or the cost of a health maintenance organization (HMO)</li><li>• Amounts paid for the prevention and alleviation of dental disease</li></ul>
<p>*This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502.</p>	

### **1.23 Final Determination and Notification of Eligibility**

After verification is completed, the LA will make a final determination of eligibility. This decision is based upon information provided by the family, verification activities undertaken by the LA and current eligibility criteria in effect. If the family is determined to be eligible, the LA will confirm eligibility via written notification to the family. If a briefing has not already been conducted by the LA, one will be scheduled to coincide with issuance of the Housing Choice Voucher.

## **1.24 Document Retention for Applicants and Participants**

### **1.24.01 Applicants**

Applicant files and documents must be retained for at least three years after:

- the date an application is closed;
- the applicant has withdrawn from the waiting list; or
- the applicant is determined ineligible.

When an applicant is admitted to the program, the application and associated verification of eligibility documents must be transferred to the participant's file and must be retained in that file according to the rules for program participant files (see below).

Special rules apply to retention of U.S. Citizenship and Immigration Services (USCIS) documents. These documents must be retained for at least five years.

### **1.24.02 Participants**

Documents for participants must be retained during the term of the assisted tenancy and for at least three years thereafter. However, **except** for the documents listed below, ***all other documents may be destroyed after the three-year period.***

- Birth certificates or other verification of DOB
- Social security cards
- Initial application
- Initial income eligibility verification
- Initial voucher
- Initial 50058
- Initial HAP contract
- Initial lease and tenancy addendum

Note: USCIS documents must be retained for at least five years.

When a new or additional folder is created for an existing participant, the documents specified above must be transferred to the new folder.

### **1.24.03 Criminal Records**

Special retention rules pertain to criminal records for both applicants and participants. Criminal records must be maintained confidentially until the purpose for which they were obtained has been accomplished including any informal reviews, if requested, have been completed. At that time all criminal records obtained are **required** to be destroyed. The file should be documented with a reference to the type of screening and the date the screening was performed.

### **1.25 HAP Contract Term and Terminations**

The HCV HAP contract (HUD 52641) is a written agreement between the LA and the owner of the unit occupied by the assisted family. The HAP contract, in a format prescribed by HUD, stipulates the terms in which the LA agrees to make housing assistance payments on behalf of the assisted family. The term of the HAP contract must be the same as the term of the lease, however, no HAP contract may be executed until all program requirements are met and no payments made until the HAP contract has been fully executed. Therefore, the LA must first ensure the following program requirements have been met: owner eligibility, unit eligibility, HQS, signed lease and lease addendum, rent reasonableness, and for new admissions the family share must not exceed 40% of their adjusted income.

Once approved, the LA and owner may execute an HCV HAP contract. Each LA must make its best effort to ensure each HAP contract is executed before the start of the lease term, however, it must be executed no later than 60 calendar days from the beginning of the lease term. If the HAP contract is fully executed within 60 calendar days of the lease, the LA is instructed to pay the owner the portion withheld. Any HAP contract executed after the 60-day period is considered void, and the LA may not pay any of the housing assistance payment to the owner.

During the term of the HAP contract, the LA must make monthly housing assistance payments to the owner on behalf of the family. The initial amount of the housing assistance payment made by the LA to the owner is reflected on the HAP contract at the time of HAP contract execution. This amount is subject to change during the term of the HAP contract based on family's income, household composition, rent increases or other changes affecting the housing assistance payments but does not require a newly executed HAP contract.

The LA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant occupies the unit and the HAP contract is not violated. HAP payments end when either the HAP contract is terminated or tenancy ends in accordance with the terms of the lease.

The HAP contract and the housing assistance payments made under the HAP contract automatically terminate when:

- The owner or the family terminates the lease;
- The lease expires without extensions and/or renewals;
- The LA terminates and/or NYS HCR instructs the LA to terminate the HAP contract;
- The LA terminates assistance for the family;

- The family moves from the assisted unit. The owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 180 calendar days have elapsed since the LA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by NYS HCR as stated in Section 11 of this Administrative Plan;
- The Annual Contributions Contract (ACC) between NYS HCR and HUD expires.

The LA may also elect to terminate the HAP contract in each of the following situations:

- Available program funding is not sufficient to support continued assistance for families in the program;
- The unit does not meet HQS (due to inspection failure or change in family composition);
- The family breaks up and no determination can be made under Section 12 of this Administrative Plan;
- The owner breaches the HAP contract.

If the LA terminates the HAP contract, the LA must give both the owner and family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract. In any of the situations above, should the family remain otherwise eligible, a new HAP contract must be executed to continue their assistance.

If the owner has initiated eviction proceedings against the family, they must inform the LA. If the HAP contract is still in force in this scenario, the LA must continue to make housing assistance payments. The owner should keep the LA apprised of the status of a court judgment or other determination allowing the owner to evict the tenant. Once decided, the owner must provide a copy of the court's determination. Once the family either subsequently voluntarily moves or is physically evicted from the unit, only then must the LA stop payments on behalf of the tenant.

In any situation, the owner is not entitled to receive housing assistance payments beyond the month in which the contract is terminated. The owner must return any and all housing assistance payment received in error to the LA.

## Section 2.0 ISSUING VOUCHERS

After all family information has been verified, eligibility has been determined and the family has been briefed regarding general program rights and obligations, the LA will issue the Housing Choice Voucher (HCV). At this point the family begins its search for a unit.

### 2.01 Voucher Term

While HUD regulations specify a minimum voucher term of 60 days, HCR as the PHA has the discretion to modify this term and to grant a family one or more extensions of the initial voucher term in accordance with the policies set forth in the PHA's administrative plan. HCR reserves the right to revise its voucher term guidelines based on budget authority granted by HUD and utilization of unit baseline allocations. Changes in voucher term policies will be disseminated, as needed, in Statewide Section 8 notices.

The initial term of the voucher will be 60 days and must be stated on the voucher. The LA may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 180 days from the initial date of issuance. If additional extensions are required for *reasonable accommodation and/or extenuating circumstances*, the LA must follow the guidelines outlined in Section 2.04 below.

The family must make a reasonable effort to locate a unit throughout the initial voucher term and/or any subsequent extensions. If necessary, the family may seek the assistance of the LA. The LA is responsible for informing the family of the requirement to maintain a search record after the first 30 days of the search. If the LA fails to do so, they may not deny the extension of the voucher on the basis that the family did not make a reasonable effort to locate a unit.

### 2.02 Voucher Expirations

Upon expiration of a Housing Choice Voucher, the LA must inform the applicant or participant in writing that the voucher has expired. The voucher expiration notice must include the following text: **“If you or a member of your household is a person with a disability, you may be eligible for an additional extension of the voucher, up to the term reasonably required for that purpose, upon request.”**

If a voucher has expired, has not been extended by the LA or expires after an extension, the family will be denied assistance. As allowed by program regulations, a decision by the LA **not** to extend a voucher is not subject to an informal hearing. An applicant whose voucher has expired and who is not eligible for any additional extension of the voucher may reapply to the waiting list if the LA's waiting list is open or, if the waiting list is closed, may reapply at such time as the waiting list reopens.

### **2.03 Suspensions**

Suspension or tolling of the time that an applicant spends locating a unit is **not** permitted for the term of the voucher except for the time from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

### **2.04 Extensions**

#### **2.04.01 Reasonable Accommodation Extensions:**

If a family needs and requests an extension (beyond the term noted in Section 2.01 above) as a reasonable accommodation to make the program accessible to and usable by a family member with a disability, it is the LA's responsibility to evaluate and grant the extension.

#### **2.04.02 Extensions Due to Extenuating Circumstances:**

Prior to granting any of the following voucher extensions, the LA must obtain documentation to substantiate the basis for his/her approval of the extension.

- (1) The LA must grant a 30-day extension of the voucher, beyond the term noted in Section 2.01 above, if extenuating circumstances such as hospitalization or a family emergency for an extended period of time affected the family's ability to find a unit. A written request for such extension must be submitted within 30 days of the expiration of the voucher.
- (2) A 30-day extension of the voucher must also be granted under the following circumstances:
  - (a) A family member submits a "Request for Tenancy Approval" prior to the expiration of the voucher. After the submission of the Request for Tenancy Approval, the landlord/owner rescinds the agreement and the voucher term, as noted in Section 2.01 above, has expired; or
  - (b) After the submission of the Request for Tenancy Approval and the completion of the HQS inspection, the landlord/owner refuses to correct the HQS deficiencies and the voucher term, as noted in Section 2.01 above, has expired.

### **2.05 LA Assistance to Voucher Holders**

Families who require additional assistance during their search may call the LA office to request assistance. Voucher holders will be notified at their briefing session if the LA maintains and updates a listing of available units and how the updated list may be obtained.

The LA will assist families in negotiations with owners and provide other assistance related to the families' search for housing.

After the first 30 days of the search, the family is required to maintain a search record and report to the LA every 30 days. The search record will be in a form prescribed by HCR and the LA.

## **2.06 LA to LA Transfers**

A move between local administrators is considered a transfer. In the case of a transfer between LA's, the receiving LA must absorb. If the receiving LA does not have sufficient voucher authority to absorb, the LA **must** contact HCR for further guidance. Transfers that occur while a voucher is still active must adhere to the same voucher term of a maximum of 180 days combined between the two LA's, with consideration for reasonable accommodation and/or extenuating circumstances to allow any further extensions, in accordance with Section 2.01 of this plan and HUD guidance.

## **Section 3.0 SPECIAL ADMISSIONS**

### **3.0 Special Purpose Programs**

The HCR Statewide Section 8 Voucher Program currently operates the following special purpose programs in some or all LA jurisdictions:

- Mainstream with Disabilities Program
- Veterans Affairs Supportive Housing Program (VASH)
- Emergency Housing Voucher Program (as authorized by HUD)

Pursuant to HUD requirements that special purpose programs be targeted to families with specific characteristics, HCR and LAs will use targeted funds solely for their intended purpose(s).

Where applicable, families with targeted characteristics may be selected from the waiting list before non-targeted families who applied before them. In the selection of families with targeted characteristics within the overall group of other families with similar targeted characteristics, families will be selected in the same order of preference as are those families on the regular waiting list.

LAs administering a special admission program shall incorporate criteria that aid in ascertaining whether applicants meet the identified program requirements.

#### **3.01.1 Mainstream Vouchers (MS)**

Mainstream voucher assistance will be administered like other housing choice vouchers except for the following provisions:

MS5 vouchers are targeted only to families with at least one non-elderly disabled household member who must be at least 18 years of age or older and less than 62 years of age on the date of the initial HAP Contract signing and the submission of action type 1 (New Admission) to HUD, and who is:

- Transitioning out of institutional or other segregated settings;
- At serious risk of institutionalization;
- Homeless; or at-risk of becoming homeless

All eligible applicants must be drawn from the regular housing choice voucher waiting list. If an LA has a closed list or has exhausted their waiting list of applicants targeted for Mainstream, the LA must open their waiting list solely for non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless, and provide public notice advising the same.



Upon opening or renewing the waiting list of Mainstream eligible applicants, the LA must adhere to the policies and procedures in Section 1.04, including the provision requiring development of a Mainstream-specific Affirmative Fair Housing Marketing Plan and the leveraging of resources provided through established partnerships with service providers. Under no circumstances shall an LA provide a Mainstream voucher to a participant possessing a traditional voucher to free up a traditional voucher for a waiting list applicant.

LA's must develop a Mainstream-specific Affirmative Fair Housing Marketing Plan to encourage applicants both independently and through referrals by leveraging resources through the establishment of existing and/or new partnerships with service providers.

A local preference has been established, limited to the total number of vouchers awarded for all Mainstream NOFA's, for all applicants with at least one of the following status': transitioning out of institutional or other segregated settings; at serious risk of institutionalization; currently experiencing homelessness; previously experienced homelessness and currently a client in a permanent supportive housing or rapid rehousing project, or; those at risk of experiencing homelessness.

### **3.01.1.A Mainstream Definitions**

The following program definitions only apply to the Mainstream Program for eligibility determination:

**Eligible household:** A household composed of one or more non-elderly person(s) with disabilities between the ages of 18-61. The household may include additional household members who are elderly persons with disabilities.

**Non-elderly person:** Must be at least 18 years of age or older and less than 62 years of age on the date of the initial HAP Contract signing and the submission of action type 1 (New Admission) to HUD.

**Non-elderly person with disabilities (for purposes of determining eligibility):** An eligible non-elderly person who:

- i. Has a disability, as defined in 42 U.S.C. 423;
- ii. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently, and
  - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- iii. Has a developmental disability as defined in 42 U.S.C. 6001.

**Institutional or other segregated settings** include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage

their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.

**At serious risk of institutionalization** includes an individual with a disability who as a result of a public entity's failure to provide community services or its cut to such services will likely cause a decline in health, safety, or welfare that would lead to the individual's eventual placement in an institution. This includes individuals experiencing lack of access to supportive services for independent living, long waiting lists for or lack of access to housing combined with community-based services, individuals currently living under poor housing conditions or homeless with barriers to geographic mobility, and/or currently living alone but requiring supportive services for independent living. A person cannot be considered at serious risk of institutionalization unless the person has a disability. An individual may be designated as at serious risk of institutionalization either by a health and human services agency, by a community-based organization, or by self-identification.

**Homeless:**

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus, train station, airport, or camping ground;
  - b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
  - c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
  
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
  - a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - b. No subsequent residence has been identified; and
  - c. The individual or family lacks the resources or support networks, (e.g., family friends, faith-based, or other social networks), needed to obtain other permanent housing;
  
3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - a. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2),

section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

d. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

b. Has no other residence; and

c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

**At risk of becoming homeless:** An individual or family who:

1. Does not have sufficient resources or support networks, (e.g., family, friends, faith-based or other social networks), immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1)(a) of the "Homeless" definition; and

2. Meets one of the following conditions:

a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

b. Is living in the home of another because of economic hardship;

c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

- d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- f. Is exiting a publicly-funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

### **3.02 Veterans Affairs Supportive Housing (VASH)**

NYS HCR's Section 8 Housing Choice Voucher (HCV) Program elects, as authorized by and through the U.S. Department of Housing and Urban Development (HUD), to participate in the Veterans Affairs Supportive Housing (VASH) program. The VASH program combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by participating VA medical centers (VAMCs) as well as community-based outreach clinics. The VAMCs refer identified and eligible homeless veterans to our Local Administrator to find and maintain safe, affordable housing while continuing to provide the services they need. The VASH program is administered only in select areas of the state and in partnership with VAMCs and our Local Administrators.

With exception to specific policies set forth by [HUD-VASH Operating Requirements](#), NYS HCR administers VASH vouchers following all HUD directives and HCV program regulatory and administrative plan requirements.

In addition, VASH tenant-based voucher holders may seek housing designated as either single-room occupancy (SRO), congregate housing, group homes, assisted living facilities, shared housing, or cooperative housing as an alternative housing option.

#### **3.02.01 VASH – Family Break-up**

Generally, in the case of a family break-up, the HUD-VASH assistance must stay with the HUD-VASH veteran. However, in the case of domestic violence, dating violence, sexual assault, or stalking, in which the HUD-VASH veteran is the perpetrator, the victim must continue to be assisted.

Upon termination of the perpetrator's HUD-VASH voucher due to the perpetrator's acts of domestic violence, dating violence, sexual assault, or stalking, the victim must be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher must be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the perpetrator must be terminated from assistance, and the victim will continue to utilize the HUD-VASH voucher.

### **3.03 Payment Standard/HAP for Special Housing Types**

Except as a reasonable accommodation for families with disabilities, the LA will only permit VASH tenant-based voucher holders to pursue the alternative housing options listed above. Some of these alternative housing types have additional requirements when determining payment standard or HAP calculations. Congregate housing, group homes and assisted living facilities require state-issued approval and/or certification, therefore the LA must receive supporting documentation prior to approval of assistance. The alternate requirements for special housing types in their entirety can be found at 24 CFR 982, Subpart M, but the specific payment standard and/or HAP requirements have been summarized for your benefit here:

#### **Single Room Occupancy (SRO)**

For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard amount on the PHA payment standard schedule. The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

#### **Congregate Housing/Assisted Living Facilities**

When there's no live-in aide:

- (1) For a family residing in congregate housing, the payment standard is the zero-bedroom payment standard amount on the PHA payment standard schedule.
- (2) However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family residing in congregate housing is the one-bedroom payment standard amount.

If there is a live-in aide:

The live-in aide must be counted in determining the family unit size.

#### **Shared and Group Homes**

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home is 0- or 1-bedroom, depending on the PHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the family unit size.

The payment standard used to calculate the HAP is the *lower* of the payment standard for the family unit size or the pro-rata share of the payment standard for the group home size. The pro-rata share is calculated by dividing the number of persons in the assisted household by the total number of persons (assisted and unassisted) living in the group home. The number of persons in the assisted family equals one assisted person plus any PHA-approved live-in aide.

Ex. 1: Calculating Payment Standards for a Shared or Group Home Unit

Household includes a person with disabilities plus a live-in aide	Family unit size is 2
Total persons in group home (assisted and unassisted)	8
Group home size	8 bedrooms
2-bedroom payment standard	\$400
8-bedroom payment standard	\$1500
Pro-rata share	2 persons in assisted household/8 persons in group home = .25
Pro-rata share of payment standard for group home	\$1500 x .25 = \$375
Payment standard for shared/group home unit	\$375

Ex. 2: Calculating HAP for a Group Home Unit

Total tenant payment	\$135
Group home payment standard	\$375
Gross rent	\$370
HAP is the lower of	
Group home payment standard (\$375) <i>minus</i>	TTP (\$135) = \$240
<i>OR</i>	
Group home gross rent (\$370) <i>minus</i>	TTP (\$135) = \$235
<b>HAP</b>	<b>\$235</b>

Cooperative Housing

(1) The reasonable rent for a cooperative unit is determined in accordance with §982.507. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

(2) The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. The carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose.

(3) Gross rent is the carrying charge plus any utility allowance.

(4) Adjustments are applied to the carrying charge as determined in accordance with this section.

(5) The occupancy agreement/lease and other appropriate documents must provide that the monthly carrying charge is subject to Section 8 limitations on rent to owner.

### **3.03.01 HAP Contract Requirements for Special Housing Types**

When a special housing type is approved for use, the same HCV HAP contract (HUD-52641) for regular tenant-based vouchers must still be used, however, the LA is required to insert the following language in Part A of the HAP contract: **“This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (List the special housing type here).”**

### **3.04 Emergency Housing Vouchers (EHV) Administrative Plan Amendment**

**HCR is providing this Amendment to its Section 8 Housing Choice Voucher Administrative Plan to establish provisions rules that are specific to the administration of the Emergency Housing Voucher. All parties involved in the administration of EHV shall follow the current rules in the HCV Administrative Plan (linked below) except as otherwise specified here or in any future guidance issued by HCR. Where there is a conflict between HCR’s rules and federal regulations, the federal regulation shall prevail. If a CoC is aware of any such conflict, it shall inform HCR of that conflict as soon as possible.**

<https://hcr.ny.gov/section-8-housing-programs>

NYS HCR elects, as authorized by Section 3202 of the American Rescue Plan Act and HUD (through award notification and PIH Notice 2021-15), to administer Emergency Housing Vouchers (EHV) to transition people experiencing or at risk of homelessness, including those whom are survivors of domestic violence or human trafficking, to stable housing. Emergency housing vouchers are administered within all applicable HUD and NYS HCR’s Administrative Plan operating requirements. The vouchers’ main purpose is to assist eligible individuals and families who would have difficulty being stably housed otherwise.

EHV’s will be administered as tenant-based assistance through a single or multiple Special Purpose Local Administrators (SPLA) SPLA. The SPLA will partner with one or more Continuums of Care (CoC) and/or Victim Service Providers (VSPs) for direct referrals and services. HCR will execute a Memorandum of Understanding (“MOU”) with each CoC participating in its EHV program, as required in PIH Notice 2021-15. This Administrative Plan Amendment, as well as any future changes to it, will become a part of the MOU.

#### **3.04.01 Eligibility Requirements**

Eligibility assessment must be conducted, and referrals received, by and through either the Continuum of Care’s (CoC) Coordinated Entry (CE) System or through another acceptable

method as stipulated in the CoC's MOU with HCR. Additional program eligibility will be determined by the SPLA based on the family's total annual gross income, household size and other applicable eligibility qualifications.

To be eligible for an EHV preference, an individual or family must meet one of three eligibility priorities as defined below, listed in order of preference:

**Priority 1 –**

1. Households determined by the CoC as meeting the definition of chronically homeless.
2. Any literally homeless families with minor children 18 years of age or younger.
3. Households who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.
4. Households participating in a Rapid Re-housing (RRH) program who would qualify for such assistance as defined by the terms of the federal Emergency Solutions Grant ("ESG") program.

**Priority 2 –**

1. Any household classified as literally homeless.
  - a. All individuals and families classified as meeting any of the definitions above must be referred by the CoC, or its designee.

**3.04.02 Partnering Agency**

HCR is executing MOUs to accept referrals for EHV's from organizations permitted under PIH 2021-15 ("partnering agency"). This may include but is not limited to Continuums of Care (CoCs), Victim Service Providers ("VSPs") or other eligible entities which serve the target population. In order to participate HCR's EHV program, eligible entities must work through the CoC in their County or service area. Referrals will only be accepted from CoCs that agree to the terms of the MOU provided by HCR within the required timeframe. Each participating CoC must designate a Lead Agency, and that entity is required to devise a process to accept referrals from any other qualified, partnering agencies within the CoC's county or service area. Lead Agencies are encouraged to utilize the Coordinated Entry ("CE") System. The SPLA will be responsible for complying with the terms of HCR's MOU with each CoC.

**3.04.03 EHV Requirements, Exceptions and Waivers**

Emergency Housing Vouchers are administered in a manner similar to Section 8 Housing Choice Vouchers. The SPLA must follow HUD rules as well as requirements contained within HCR's HCV Administrative Plan, with exceptions for the following provisions:

**Waiting List and Selection of EHV participants**

There will be no open waiting lists for this program. Only families referred by the CoC Lead Agency will be accepted. The SPLA will establish a waiting list for each participating CoC comprised entirely of referrals received from the CoC Lead Agency.

The CoC Lead Agency and each partnering agency must be equipped to certify eligibility status by determining whether a family qualifies under one of the two categories for EHV's. They will



also be asked to refer households in order based on the priorities and timetable listed in the MOU during the initial lease-up Phase.

Additionally, CoCs are encouraged to leverage other resources available within their service area to assist EHV applicants and participants, including make connections to supportive services for to short-term or long-term case management, housing counseling, utility payments programs (e.g. the Home Energy Assistance Program), job training, health and nutrition programs, and other social services.

The Lead Agency must provide documentation to the SPLA of their verification that the family meets one of the two eligible categories for EHV assistance. The SPLA must retain this documentation as part of the family's file.

If a family reaches out directly to the SPLA requesting an EHV, unless they are requesting an emergency transfer in accordance with Violence Against Women Act as outlined in NYS HCR's Emergency Transfer Plan outlined in Section 28.0 in the [HCR Section 8 Housing Choice Voucher Administrative Plan](#), the SPLA must refer that family to their Lead Agency for initial intake, assessment, and possible referral back for EHV assistance.

Each NYS HCR HCV Local Administrator must also initially canvas their tenant-based waiting list and refer any applicant that initially qualified for the homeless preference to the Lead Agency for the CoC in their service area. The CoC will determine whether the family is eligible for an EHV (based on the qualifying definition for EHV assistance for homelessness or another eligible category as applicable). The CoC will also determine if the family is eligible for other homeless assistance through the CE system.

**Local Preferences** (§ 982.207(a) waived).

Per HUD guidance, HCR will not permit local preferences in EHV. We do not presently have a local preference in HCV.

**Restrictions on Denial** (§982.552 and § 982.553 waived).

The alternative requirements for prohibition of admission for EHV applicants are as follows:

A) Unlike regular HCV admissions, the SPLA **may not deny** an EHV applicant admission regardless of whether:

- Any member of the family has been evicted from federally assisted housing
- The family has ever been terminated from assistance under the program for any member of the family.
- The family currently owes rent or other amounts to a PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breached an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by an LA/PHA.

- The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with §982.553(a)(3).
- The SPLA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

#### B) Addition of a Family Member

When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at § 982.551(h)(2) apply. Other than the birth, adoption or court-awarded custody of a child, the SPLA must approve additional family members and should apply its regular screening criteria in doing so.

#### C) Mandatory Prohibitions still apply

(1) The SPLA must continue to apply the standards it established under § 982.553(a)(1)(ii)(C) that prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.

(2) The SPLA must continue to apply the standards it established under § 982.553(a)(2)(i) that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

(3) The SPLA must still deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.

#### **Income Targeting Requirement** (§ 982.201(b)(2) waived.

HCR is applying HUD guidance waiving the income targeting requirements of section 16(b) of the United States Housing Act of 1937 and § 982.201(b)(2) for EHV families so that the SPLA can effectively serve individuals and families in all eligible EHV income levels. The SPLA will waive application of the minimum rent for the EHV program but shall continue to apply the requirement to conduct an interim recertification every 90 days for a family claiming zero income.

#### **Pre-Inspection of Units**

To expedite the leasing process, HCR is utilizing the flexibility provided in PIH Notice 2021-15 regarding pre-inspections. The SPLA shall pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under § 982.305. However, the family must remain free to select a unit of their choice and cannot be required to accept a pre-screened unit.

#### **Special Housing Types**

A Single Room Occupancy (SRO) may be considered, in addition to the program's regular eligible housing options, by an EHV voucher holder. The alternate requirements for special

housing types in their entirety can be found at 24 CFR 982, Subpart M, but the specific payment standard requirements for an SRO have been summarized here:

### Single Room Occupancy (SRO)

For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard amount on the PHA payment standard schedule. The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

### Inspections

#### **Initial Search Term** (§ 982.303(a) waived)

HCR has adopted an initial term for an EHV of 180 days. A maximum of two additional 60-day extensions may be granted, however, the search term may not exceed a total of 300 total days with the exception of an approved reasonable accommodation. Any extensions, suspensions, and progress reports will remain consistent under the policies in NYS HCR's Administrative Plan but will only apply after the minimum 180-day initial search term.

#### **Lease Term**

Section 8(o)(7)(A) of the United States Housing Act of 1937 and § 982.309(a)(2)(ii) are waived. HCR is adopting the waiver providing for an initial lease term for an EHV family of less than 12 months regardless of whether the shorter term is a prevailing market practice.

#### **Portability**

Section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and § 982.353(c) are waived. ***No residency preference may apply to EHV's nor is there any prohibition on portability for non-resident applicants.*** In order to provide maximum housing choice for the targeted populations, HUD is removing the portability restriction for EHV nonresident applicants to allow all EHV families to immediately move under portability. The SPLA may not restrict an EHV family from exercising portability because they are a non-resident applicant.

#### *Portability billing and absorption*

As per HUD Notice, 2021-05, a receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA does or does not currently administer EHV's under its own ACC. If the EHV family moves under portability to another PHA that administers EHV's:

- The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies, although neighboring PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align EHV policies and help facilitate EHV portability moves between their jurisdictions.

If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

*Family briefing/initial PHA and receiving PHA coordination on services*

In addition to the applicable family briefing requirements at § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

**Payment Standards**

§ 982.503(a)(3) waived. An alternative requirement has been established permitting a PHA to establish separate higher payment standards for the EHV's in order to increase the potential pool of available units for EHV families. The separate EHV payment standard must comply with all other HCV requirements under § 983.503. In addition, § 982.503(b)(1)(i) is waived allowing NYS HCR to establish a payment standard amount for a unit size at any level between 90 percent and 120 percent (as opposed to 110 percent) of the published FMR for that unit size.

HCR is not utilizing SAFMRs for the purposes of the EHV program.

Payment standards are subject to change at HCR's discretion.

**Housing Search Assistance**

Housing search assistance is an additional requirement, which must be conducted for each voucher recipient during their initial search in the EHV program. This may be accomplished directly by the CoC or contracted through a partnering agency. It is a broad term which can include many activities, but with respect to this requirement it must at minimum (1) help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods, (2) provide transportation assistance and directions to potential units, (3) conduct owner outreach, (4) assist with the completion of rental applications and PHA forms, and (5) help expedite the EHV leasing process for the family. Other recommended, but not required, housing search activities include helping individual families identify barriers to leasing (e.g., low credit score, evictions history) and strategies to address these barriers, workshops on how to conduct an effective housing search, enhanced support for portability processing, regular proactive check-ins for families searching with a voucher, regular reminders to the family of their voucher expiration date and extension policies, and a dedicated landlord liaison for EHV voucher families.

### **Program Term**

The EHV program has a sunset date of September 30, 2030. After September 30, 2023, the SPLA may not *reissue* any emergency housing vouchers when a family's assistance ends. It is important to note that this prohibition only applies to EHV's that are being reissued upon turnover after assistance to a family has ended. An EHV that has never been issued to a family may still be initially issued after September 30, 2023. All existing and eligible participants on the EHV program will remain assisted until either they request to be removed, become ineligible or the program terminates on September 30, 2030, whichever comes first. Upon termination of the EHV program in its entirety on September 30, 2030, any and all remaining eligible voucher holders will be absorbed into NYS HCR's HCV program and issued housing choice vouchers within the jurisdiction they currently reside.

The SPLA is encouraged to lease-up emergency housing vouchers as quickly and efficiently as possible. With knowledge that the initial lease up period is 180 days, the SPLA is not permitted to exceed voucher issuance beyond their authorized allocation. In other words, the SPLA is prohibited from issuing more vouchers in a specific region than allocated. The SPLA is responsible for tracking the status of all vouchers allocated and leased.

### **Income Verification at Admission (Self-Certification)**

HCR is adopting the waiver regarding self-certification. However, documentation is strongly encouraged at admission.

#### **Section 8 Housing Choice Voucher (HCV) Document Checklist**

Documents/Information for Eligibility:

- Birth certificates and proof of Social Security number for every household member
- Photo ID for all adult household members (18 and older)
- Proof of immigration status for any household member not a U.S. citizen (INS document/Green Card)
- Four (4) consecutive paystubs for all employment income
- Current statement of income from SS, SSI, SSDI and state disability (call 855-488-0541 for a state disability benefit letter)
- Current unemployment benefits and/or worker's compensation statement(s)
- Current welfare/SNAP (food stamps) budget letters (including case make-up)
- Current statement(s) and/or court order(s) for child support and alimony
- Current statement of any regular financial contribution received by any member, including but not limited to, any funds to pay bills (must be signed and dated by the person/organization making the contribution)
- Current statement of any other income not listed above
- Three (3) consecutive monthly statements for all checking or savings accounts held solely or jointly by any member
- Current statement for any and all of the following held solely or jointly by any member: stocks, bonds, CDs, life insurance, trusts, annuities, money market accounts and/or any other assets

- If any household member is self-employed, the last filed tax return (1099 and all tax schedules) and most recent ledger
- If you or a spouse/co-head is disabled or 62 or older, current statement(s) showing medical expenses and/or medical insurance premiums
- If you pay for dependent care to allow an adult to go to work or school, a current statement showing care provider, how much you pay for childcare and child(ren) receiving care
- If any household member is a full-time student 18 or older, verification of full-time student status (school transcript)

**HQS Initial Inspections** – At this time, HCR is only permitting emergency inspections necessary for health and safety issues for all units (TBVs and PBVs) and for vacant units at the LA’s discretion. For occupied units, in order to place the unit under HAP contract and commence making payments, the LA may rely on the owner’s certification that they are not aware of any life-threatening conditions in the unit(s) or on the property. The LA shall collect a signed certification form from an authorized representative of the property prior to executing a HAP contract. The prescribed form is attached to this guidance. Additionally, for properties built prior to 1978 where the family includes children under the age of 6, the LA shall also require that the owner submit digital photographs of windows, doors and other friction surfaces. If the LA determines that the photographs demonstrate the presence of lead hazards, they shall require remediation prior to move-in. The period of availability for LAs to accept an owner’s self-certification for an initial inspection ends on **December 31, 2021**. The LA may resume physical inspections as soon as practicable but must conduct an HQS inspection on these units no later than **6/30/2022**.

#### **3.04.04 Program Incentives**

To facilitate occupancy once vouchers are issued, HCR intends to offer the following:

- i. Pre-inspections – HCR or its designated agent will provide inspectors to perform pre-inspection of units to ensure they qualify for the program in advance of voucher issuance if unit is vacant and staff are available.
- ii. Higher Payment Standard – HCR may establish a payment standard for each EHV unit size at payment standards higher than its current HCV standard for that county; this payment standard may be adjusted at HCR’s discretion depending on actual and projected HAP spending, and rent must still be determined reasonable.
- iii. Incentive Payment to Landlord – HCR will pay a landlord bonus of one-month’s rent at the time of lease signing.
- iv. Tenant Stipend – HCR will provide up to \$1,000 to reimburse tenants for moving and housing search expenses. This will include but is not limited to: purchase of necessary furniture, bedding, home appliances or hook-ups; cost of transportation to secure housing; payment of any prior utility arrears; moving costs; other costs mutually agreed upon by the CoC and HCR. The CoC will review and approve these expenses on HCR’s behalf. HCR will provide reimbursements to the CoC of Stipend Payments to be provided to the household by the CoC. The CoC is permitted to advance funds to households where necessary and be re-imbursed by HCR.

- v. Repair Fund – HCR will provide up to \$1,000 to reimburse the landlord for repairs necessary to ensure the health and safety of the tenant; expenses will be approved by the inspector for HCR or its designated agent.
- vi. Security Deposit – HCR will provide the security deposit for the household.
- vii. Landlord Guarantee – Should the landlord be forced to evict the tenant for non-payment of the tenant share of rent, HCR will reimburse the landlord for losses accrued prior to the date of eviction within the first 12 months.

HCR reserves the right to adjust these incentives as necessary. All incentives are contingent upon availability of federal Section 8 funds.

### **3.04.05 Definitions**

The following program definitions apply only to the Emergency Housing Voucher Program (EHV) for eligibility determination:

#### **A. Individuals and families who are homeless**

The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*Homeless* means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
  - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7

U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

### **B. Individuals or families who are at-risk of homelessness**

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*At risk of homelessness.* (1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution);  
or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition



Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**C. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking**

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**Human trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as: *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

*Labor trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

#### **D. Individuals or families who are recently homeless**

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

**Recently homeless** is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

#### **E. Chronically Homeless**

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

**(a)** A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

**i.** lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

**ii.** Has been homeless and living as described in paragraph (a)(i) continuously for at least 12 months or on at least four separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (a)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering an institutional care facility;

**(b)** An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (a) of this definition, before entering the facility;

**(c)** A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (a) or (b) of this definition (as described in Section I.D.2.(a) of this Notice), including a family whose composition has fluctuated while the head of household has been homeless.

### **Continuum of Care (CoC)**

The Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC program promotes a community-wide commitment to the goal of ending homelessness. It provides funding for efforts by nonprofit providers and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness. It also promotes access to and effects utilization of mainstream programs by homeless individuals and families. And optimizes self-sufficiency among individuals and families experiencing homelessness.

### **Victim Service Provider (VSP)**

A victim service provider is a private nonprofit organization whose primary mission is to provide direct services to victims of domestic violence. This term includes permanent housing providers—including rapid re-housing, domestic violence programs (shelters and non-residential), domestic violence transitional housing programs, dual domestic violence and sexual assault programs, and related advocacy and supportive services programs.

### **Coordinated Entry (CE)**

The CE System is a centralized process designed to coordinate program participant intake assessment and provision of referrals. Each partnering agency will refer eligible EHV families directly from the CE System or VSP.

NYS HCR has elected, as authorized by Section 3202 of the American Rescue Plan Act and HUD (through award notification and PIH Notice 2021-15), to administer Emergency Housing Vouchers (EHV) to transition people experiencing or at risk of homelessness, including those whom are survivors of domestic violence or human trafficking, to stable housing. Emergency housing vouchers are administered within all applicable HUD and NYS HCR's Administrative Plan operating requirements. The vouchers' main purpose is to assist eligible individuals and families who would have difficulty being stably housed otherwise.

### **3.05 Disaster Recovery**

When a Federal or State disaster declaration is made in any area of New York State wherein HCR locally administers a Section 8 HCV Program, HCR may, according to the specific needs resulting from each disaster make vouchers available to respond to disaster needs.

When HCR invokes the disaster recovery policy, LAs may utilize any available new or turnover assistance to assist families.

From existing HCR Section 8 Annual Contributions Contract (ACC) authority, vouchers may be allocated to local programs per the following terms, conditions and necessary steps:

1. On the basis of demonstrated need in each local program area, LAs may request additional Section 8 vouchers from HCR for families/persons that have been either **permanently or indefinitely** displaced as a result of a Federal or State declared disaster **and** that meet all normal program eligibility guidelines.

2. If/when disasters occur, HCR will notify HUD that this provision of HCR's Public Housing Agency (PHA) Plan and Administrative Plan is to be invoked.
3. During the term of the Federal or State disaster declaration, income-eligible families already on local program waiting lists will be given first preference in the selection process. Other families affected by the disaster, but who are not on waiting lists, will be added to the list and given the same preference.
4. To be considered for Section 8 assistance, verification of a participant's displacement status **must** be provided by an agency or individual capable of rendering an official decision (for example, codes officer, building/permits officer, etc.). This process must establish that a participant/person has been displaced and that such displacement is of such permanent, indefinite or extended duration that Section 8 is a necessary and appropriate resource.
5. A complete determination of participant eligibility must be made as soon as possible by the LA in conjunction with the damage/displacement assessment.
6. HCR will advise LAs when:
  - the overall supply of vouchers has been depleted; or
  - HCR determines that the situation has stabilized to the point where interim vouchers will no longer be made available.
7. Vouchers will be returned to HCR when families utilizing them:
  - lose eligibility per normal operating procedures (i.e, 30% of participant income equals the unit's gross rent); or
  - are terminated from the program for non-compliance or any other reason. LAs will be notified if there are any changes to these provisions for returning vouchers to HCR.
8. Use of this special form of voucher disaster assistance is predicated on the understanding that once a participant receives a voucher, that assistance may **not** be considered for any fixed term (e.g., six months, one year, etc.); eligibility for continued assistance is handled like that of any other participant in the Section 8 program.

### **3.06 Other Housing Emergencies**

In addition to Federal and State Disaster Declarations, HTFC shall issue tenant-based vouchers to unassisted residents of designated properties where the following conditions are met:

1. The Property has received either grant or loan development financing, mortgage insurance, operating assistance, housing assistance payments or other form of federal or state assistance administered by HCR, either through the Division of Housing and Community Renewal, the Housing Trust Fund Corporation, the Housing Finance Agency or the State of New York Mortgage Agency.
2. The Property is subject to either a current regulatory agreement, a Housing Assistance Payment Contract or other applicable agreement.
3. Some or all tenants of the Property have been or will be displaced either due to a fire, natural disaster, or other building emergency and are seeking housing elsewhere.
4. These tenants do not currently receive federal or state housing assistance but would otherwise be eligible for Section 8 assistance.

In these instances, the tenants effected shall be considered victims of a state disaster, per Section 3.05, and eligible for assistance as described therein. They may therefore be added to the appropriate waiting list upon submitting an application to HCR within 120 days after the property is designated by HCR for emergency status under this section, and shall receive a first preference on that waiting list per Section 3.05. No more than 200 total vouchers may be utilized for families who received this preference at any given time.

## Section 4.0 OCCUPANCY POLICIES

### **4.01 Definition of Groups of Persons That May Qualify as a Family**

1. A **participant with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. A family may be a “non-traditional family” as defined in New York State law. Typically, a non-traditional family has a “long-term relationship and characterized by emotional and financial commitment and interdependence.”
  - Children temporarily absent from the home due to placement in foster care are considered participant members.
  - A first unborn child and children in the process of being adopted are considered participant members for purposes of determining bedroom size, but are not considered participant members for determining income limit.
  - In cases where a parent has joint custody where the child/children reside with the parent at least 51% of the time, the LA must consider such child/children in determining the voucher (unit) size for the participant. The 51% custody arrangement must be verified and documented. If both parents are participants in the Housing Choice Voucher Program (HCR Local program or another PHA), only one of the parents is allowed to claim the child/children as a dependent.
  
2. An **elderly family** is:
  - a family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - two or more persons who are at least 62 years of age living together; or
  - one or more persons who are at least 62 years of age living with one or more live-in aides.
  
3. A **disabled family** is:
  - a participant whose head, spouse, or sole member is a person with disabilities;
  - two or more persons with disabilities living together; or
  - one or more persons with disabilities living with one or more live-in aides.

4. A **displaced family** is a family in which each member or sole member has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
5. A **remaining member of a tenant family** may qualify as a family.
6. A **single person**, who is not an elderly or displaced person, a person with disabilities or the remaining member of a tenant family, may qualify as a family.

#### **4.02 Family Guests**

Participants in the Housing Choice Voucher program are permitted to have a guest or guests in the household.

If the guest resides in the unit for more than a total of 60 days **or** 15 consecutive days in a calendar year since the last annual reexamination, the guest(s) will be considered unauthorized household member(s). When this occurs, the LA must enforce HCR and HUD policies addressing this matter.

#### **4.03 Definition of When an Applicant Is Considered to Be Continuously Assisted**

An applicant is considered to be continuously assisted under the United States Housing Act of 1937 if the family is already receiving assistance under any 1937 Act program when the family is admitted to the Section 8 Housing Choice Voucher Program.

## **Section 5.0 ENCOURAGING PARTICIPATION IN AREAS OF NON-CONCENTRATION**

In all local areas of HCR's Statewide Section 8 Voucher Program where there are significant concentrations of low income and/or minority families, additional efforts will be taken to recruit and retain owners in non-impacted areas.

In each affected local area, HCR and its LAs will clearly delineate areas of concentration and neighboring areas outside these areas of concentration. These efforts by HCR and/or its LAs will include establishing maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation and supportive and social services.

Utilizing experience gained in HCR's special-purpose mobility counseling program in Westchester County, the Enhanced Section 8 Outreach Program (ESOP), LAs in similarly impacted areas will utilize the following measures as appropriate to increase owner participation in areas outside of minority or poverty concentration:

1. Making direct contact with landlords;
2. Providing written information promoting the benefits of owner participation in the Section 8 Housing Choice Voucher Program;
3. Providing historical evidence of overall community benefits derived via deconcentration efforts;
4. Holding formal and/or informal discussions and meetings with landlord groups;
5. Meeting with rental referral companies or agencies; and
6. Meeting with fair housing groups or agencies.



## **Section 6.0 AFFIRMATIVELY FURTHERING FAIR HOUSING**

In the provision of housing services and programs, the New York State Homes & Community Renewal (HCR) promotes Fair Housing and Equal Opportunity and carries out its responsibilities pursuant to: Presidential Executive Order #11063 requiring equal opportunity in housing; New York State's Human Rights Law; The Fair Housing Act of 1968 - Title VIII; and The Americans with Disabilities Act (ADA).

It is the policy of HCR's Statewide Section 8 Housing Choice Voucher (HCV) Program to ensure that participating landlords and each of its local program offices fully comply with all Federal, State, and local nondiscrimination laws and the U.S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. No person shall, on the grounds of race, religion, color, national origin, sex, marital status, age, disability, military status, sexual orientation, lawful source of income or any other protected characteristic be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any of its housing programs.

HCR's Fair and Equitable Housing Office (FEHO) was organized to respond to the Agency's expanding role in monitoring the progress of access to Fair Housing initiatives. In this effort, HCR's website makes available the following publications:

- Fair Housing and Equal Opportunity form;
- Anti-Discrimination form;
- Affordable Housing Directories;
- Statewide Listing of HCR Section 8 Providers;
- FAQs;
- Section 8 Information Sheets;
- Violence Against Women Act (VAWA) information and forms;
- Agency contact phone numbers; and
- A complaint line.

HCR actively participates with local landlords in an effort to educate them regarding Fair Housing laws and conducts outreach programs to recruit additional landlords for the purpose of expanding housing choice to program participants by encouraging landlords to list their properties in areas of low minority and poverty concentration.

### **6.01 Assistance to Families Claiming Discrimination**

LAs will provide Federal/State/local information to applicants for and participants in the Section 8 HCV Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application. The HUD Fair Housing Information and Discrimination Complaint Forms (Form 903) will be made available at the HCR Statewide Section 8 Voucher Program Office, the offices of each HCR Local Administrator, and on the HCR website. In addition, all appropriate written information and advertisements will contain the appropriate Equal Housing Opportunity language and logo.

The LA will assist any participant who believes he/she has suffered illegal discrimination by providing him/her with copies of the housing discrimination form. The LA will also assist the participant in completing the form, if requested, and will provide him/her with the address of the nearest HUD Office of Fair Housing and Equal Opportunity. The LA should also notify HCR, and specifically HCR's Fair and Equitable Housing Office at [feho@nyshcr.org](mailto:feho@nyshcr.org) or (518) 473-3089, when they are notified of any housing discrimination/fair housing complaints filed through the HUD office, New York Division of Human Rights, or any other forum, including courts.

The LA will advise families regarding how to file a complaint if they believe they have been discriminated against by an owner. The LA will advise the participant to make a Fair Housing complaint. The LA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing organization.

## **6.02 Section 8 Housing Choice Voucher Programs**

In addition to the Housing Choice Voucher Program, HCR administers the following programs in selected communities throughout the State of New York based on availability of HUD funding:

- Family Self-Sufficiency (FSS) Program;
- Family Unification Program (FUP);
- Veterans Affairs Supportive Housing (VASH) Program, in partnership with the Department of Veterans Affairs Medical Centers

The purpose of FSS is to create an opportunity for families receiving Section 8 rental assistance to improve and develop their ability to increase employment opportunities and enhance life skills needed to become self-reliant. All families who are currently receiving assistance from HCR's Section 8 HCV program are eligible to apply for voluntary participation in FSS.

The purpose of FUP is to create an opportunity for families for whom lack of adequate housing is the primary reason for a child or children being placed in out-of-home care. It is HCR's policy to service all FUP-eligible referrals up to allowable awards or budget authority as authorized by HUD.

The HUD-Veterans Affairs Supportive Housing Voucher (HUD-VASH) Program combines HUD Housing Choice Voucher (HCV) rental assistance for eligible homeless veterans with case management and clinical services provided by the Department of Veterans Affairs in its medical centers in the communities. Referrals are made to HCR Local Administrators (LAs) by their partnering VA Medical Centers (VAMCs), and the LAs administer the program following regular HCV program requirements, as modified by HUD for the VASH program. As indicated in Sections 3.02 and 10.08 of this plan, VASH voucher holders may also seek housing designated as single room occupancy (SRO).

### **6.03 Fair Housing Policies**

The agency provides both in-house and HUD-approved housing counseling services conducted by Neighborhood and Rural Preservation Companies and Neighbor Works organizations. As FSS and FUP families complete their requirements and graduate from the Housing Choice Voucher program, additional openings are made available for other low income families to qualify. The agency implements numerous initiatives to further the purposes of the Fair Housing Act. Strategies to promote fair housing rights and choice include mobility counseling; tenant, staff and owner education; and special initiatives to encourage housing search in areas where there are low concentrations of poverty and minority households.

All Housing Choice Voucher programs, including the Homeownership option, are marketed to all eligible families including persons with disabilities and those with limited English proficiency. HCR administers the Assets for Independence Program that allows families to accumulate funds for down payments & closing costs when preparing to become homeowners.

The agency does not restrict access to other housing programs to eligible disabled applicants who decline to participate in the Mainstream or NED programs.

HCR complies with all fair housing requirements of 24 CFR Section 903.7(o). HCR ensures people with disabilities have access to other housing assistance programs that are not limited to disabled families. The program is promoted by conducting outreach to independent living centers, veterans' services offices, and other agencies that service disabled families.

HCR advises owners and participants exceptions to higher payment standards may be approved for reasonable accommodations so long as the accommodation is related to the person's disability. HCR makes accommodations for disabled and non-English speaking individuals, such as providing home visits and having translators present. Accessibility for the hearing impaired is provided upon request.

Where requested, the agency will:

- Assist program applicants and participants in gaining access to local supportive services;
- Provide housing search assistance in accordance with Rent Reasonableness requirements; and
- Accept mailed applications from individuals who are unable to come to the management office because of a disability

HCR's policies on Housing Choice Vouchers terms, as outlined in Section 2.01 of the Administrative Plan, allows each applicant adequate time for successful housing searches, and provides for extensions in response to requests for reasonable accommodation. Geographic choice is fostered through the Housing Choice Voucher portability provisions.

HCR's central Section 8 Housing Choice Voucher System (SHCVS) tracks participant information such as race, ethnicity, familial status, and disability status in order to insure

compliance with Fair Housing regulations. HCR employs HUD-certified Housing Counseling Agencies that provide counseling services to participants in financial education, debt and credit repair, pre and post purchase counseling, default counseling and predatory lending. HCR sponsors numerous regional workshops that include information on fair housing and predatory lending.

HCR's applicant briefing package includes information on the fair housing rights of HCV participants and where a discrimination complaint may be filed, including the office address, telephone number, and TTY number of the local fair housing agency, or HUD's Office of Fair Housing and Equal Opportunity. The briefing material also includes the toll-free number for the HUD Housing Discrimination Hotline, (800) 669-9777. This information can also be accessed for the hearing impaired via TTY at (800) 927-9275 and/or by calling the Federal Relay Service (FedRelay) at (800) 877-8339.

HCR conducts outreach to organizations which assist people with disabilities, the elderly, students, immigrants, homeless people, victims of domestic violence and VAWA covered crimes, without regard to sex, gender identity or sexual orientation. HUD programs must also be operated consistently with [HUD's Equal Access Rule](#).

Equal Housing Opportunity advertisements and applicable Fair Housing Information and Discrimination Complaint Forms are available at each local office.

**Section 7.0 PROVIDING PARTICIPANT INFORMATION TO  
PROSPECTIVE OWNERS**

Upon request, the LA will provide the owner with:

- the participant's current and prior address as shown in the LA's records; and
- the name and address of the participant's current and prior landlord (if known by the LA).

This information is available to any prospective owner upon request.

## Section 8.0 DISAPPROVAL OF OWNER

The LA will deny participation by an owner at the direction of HUD. The LA may also deny an owner's participation for any of the following reasons:

1. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity;
4. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
5. The owner has a history of overcharging tenants or charging additional rent in excess of the amount stipulated in the lease agreement.
6. The owner has a history or practice of renting units that fail State or local codes;
7. The owner has not paid state or local real estate taxes, fines, or assessments;
8. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants, LA employees or owner employees, or neighboring residents;
9. The owner is the parent, child, grandparent, grandchild, sister, or, brother of any member of the family; unless the PHA/LA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Note: A family who resides in a unit owned by a relative, and who is subsequently selected from the waiting list and issued a voucher, cannot remain in that unit unless a household member is a person with disabilities who requires this unit as a reasonable accommodation.

10. There exist other conflicts of interest under federal, state, or local law.

## **Section 9.0 GROUNDS FOR TERMINATING ASSISTANCE**

### **9.01 Terminating for Alcohol Abuse or Criminal Drug Activity**

The members of the household may **not** engage in:

- drug-related criminal activity, or
- violent criminal activity, or
- other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Pursuant to the procedures outlined in Section 14.0, “Informal Hearing Procedures for Participants,” the LA may terminate assistance if the following occurs:

- The LA finds that a member of the household has demonstrated a pattern of drug or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons in the immediate vicinity of the premises.

The LA will permit the participant family to continue receiving assistance, provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the LA will consider individual circumstances with the advice of Juvenile Court officials.

The LA will waive the decision to terminate assistance if:

- the person responsible for the prohibited action demonstrates successful completion of a credible rehabilitation program approved by the LA; or
- the circumstances leading to the violation no longer exist because the person who engaged in prohibited drug-related or alcohol-related activity is no longer in the household due to death or incarceration.

### **9.02 Termination of Assistance to Sex Offenders**

Pursuant to the procedures outlined in Section 14.0, “*Informal Hearing Procedures for Participants*”, assistance for participants or members of a participant family in the Statewide Section 8 Voucher Program admitted to the Program after June 25, 2001 and who are subject to a lifetime registration as a sex offender will be terminated in accordance with HUD Notice PIH 2012-28 issued on June 11, 2012.

Assistance will be terminated if the sex offender is subject to a lifetime registration requirement, and it is determined that:

1. the participant was admitted to the program after June 25, 2001, and at the time of admission was subject to such lifetime registration requirement but was erroneously admitted to the program, or;
2. recertification screening reveals a failure to disclose on their application and/or recertification forms that they were subject to a lifetime registration requirement, or;
3. recertification screening reveals they falsified information on the application and/or recertification forms regarding their criminal history.

### **9.03 Other Reasons for Terminating Assistance**

The LA will also terminate assistance to participants who:

1. have a family member who has been convicted of manufacturing or producing methamphetamine on the premises of a federally assisted housing;
2. have a history of criminal activity by any household member involving crimes of physical violence against persons or property, or any other criminal activity, including drug-related criminal activity, that would adversely affect the health, safety or well being of other participants or staff, or cause damage to the property. The LA may only consider criminal convictions or pending arrests and may not consider arrests and/or accusations that did not result in a conviction. Even where convictions exist, those convictions cannot be an automatic bar to the applicant being granted assistance unless they are one of the two automatic bars discussed in 1.9 above. If they are not one of the two automatic bars, the LA must take into consideration all relevant individual circumstances provided by applicant family before terminating assistance.
3. have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
4. have a family member who is currently involved in drug-related criminal activity including but not limited to the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
5. have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The LA will waive this requirement if:
  - the person demonstrates to the LA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;



- the person has successfully completed a supervised drug or alcohol rehabilitation program;
  - the person has otherwise been rehabilitated successfully; or
  - the person is participating in a supervised drug or alcohol rehabilitation program.
6. have engaged in or threatened abusive or violent behavior towards any LA staff member;
7. The LA may also terminate assistance to participants who do not supply information or documentation that is required for continued program assistance or who fail to comply with any other program obligations.

If assistance is to be terminated as outlined in this Section, the termination will be based upon either of the following:

- Preponderance of Evidence - defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.
- Credible Evidence - defined as evidence provided by police and court systems such as drug raids, drugs found in the dwelling unit, evidence which is tied to the activity, warrants issued, arrests made, etc.

In considering whether to terminate assistance because of action or failure to act by the members of the family, the LA must look at relevant circumstances such as the seriousness of the case the extent of participation or culpability of the individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on the other family members who were not involved in the action or failure.

## Section 10.0 SUBSIDY STANDARDS

### **10.01 Determination of Family Unit (Voucher) Size**

The LA will issue a voucher for a specific bedroom size, taking into consideration the family size and family composition, in determining the family's level of assistance. The subsidy standard provides for the smallest number of bedrooms needed without overcrowding and must be applied consistently for all families of like size and composition. **Any changes to the standard with a negative or adverse impact on the family shall take place at the second annual certification after the change.**

The following guidelines will be used to determine each family's unit size:

#### ***Zero Bedroom:***

- HOH

#### ***One Bedroom:***

- HOH
- HOH, spouse/cohabitant

#### ***Two Bedrooms:***

- HOH, 1 child/adult
- HOH, 2 children/adults
- HOH, spouse/cohabitant, 1 child/adult
- HOH, spouse/cohabitant, 2 children/adults

#### ***Three Bedrooms:***

- HOH, 3 children/adults
- HOH, 4 children/adults
- HOH, spouse/cohabitant, 3 children/adults
- HOH, spouse/cohabitant, 4 children/adults

#### ***Four Bedrooms:***

- HOH, 5 children/adults
- HOH, 6 children/adults
- HOH, spouse/cohabitant, 5 children/adults
- HOH, spouse/cohabitant, 6 children/adults

#### ***Five Bedrooms:***

- HOH, 7 children/adults
- HOH, 8 children/adults
- HOH, spouse/cohabitant, 7 children/adults
- HOH, spouse/cohabitant, 8 children/adults

The LA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the voucher. The LA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

The LA will assign one bedroom for the head of household and spouse/co-head/cohabitant/partner and an additional bedroom for each two persons within the household. In addition, the LA will also use the following guidelines for determining voucher size:

- Foster children will be included in determining unit size only if they remain in the unit for more than one month.
- If a live-in aide is approved, a separate bedroom must be provided for them. The live-in-aide will not be required to share a bedroom with another family member of the household. No additional bedrooms will be provided for the live-in-aide's family members.
- Space will be provided for a family member who is away at school but who lives with the family during school recesses.
- Space will be provided for a child whom has been removed but considered "temporarily" absent, even if the child is not considered a family member during the time they are absent as long as the family is able to provide documentation from the Department of Child and Family Services or a court order indicating the intention is to reunite the child with the family, at least every 6 months. There will be no reduction in subsidy standards.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is stationed away in the military.

A single pregnant woman with no other family members must be treated as a two-person family.

The family unit size will be determined by the LA in accordance with the above guidelines and will determine the maximum rent subsidy for the family. At no time will a unit be approved if considered overcrowded (family is under-housed), however, with the exception of a PBV unit (See Section 25.08 of this Administrative Plan) a family issued a voucher may select a larger or smaller unit than the family's approved unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

Households may experience a change in the size of the number of bedrooms they are eligible to occupy or of the voucher size they are issued. These changes may be a result of changes in either the household's composition or the established subsidy standard.

The LA will grant exceptions to normal occupancy standards in accordance with the provisions in Section 10.02.

### **10.02 Reasonable Accommodations in Subsidy Standards**

The LA will grant an exception upon request as a reasonable accommodation for persons with disabilities. When a Local Administrator is considering a larger voucher size on behalf of a reasonable accommodation request, the following procedures must be implemented:

1. The tenant must submit documentation to the LA verifying that the household member is in fact disabled. While a "diagnosis" is not required, there should be documentation in the file that provides substantiation of and is directly related to the person's disability. Proof of the disability and/or the disability-related need for the accommodation may be requested unless the disability and need are obvious or otherwise known. The LA must place a memo into the file documenting the amount of the increase and the justification of the use of a higher rent/payment standard.
2. Once the LA has obtained documentation that verifies the tenant's disability and connection to the accommodation, the LA should notify his/her Statewide Section 8 Program Representative. The letter should indicate that the LA has increased the voucher size, and state the month/date in which the increase will take effect. The Program Representative will maintain a copy for their file.

Circumstances may dictate a size larger than subsidy standards permit when persons cannot share a bedroom because of a need such as a verified medical or health reason or elderly persons or persons with disabilities who may require a live-in-aide.

### **10.03 Requests for Exceptions to Subsidy Standards**

The family may request a voucher larger than indicated by the LA's subsidy standards. Such request must be made in writing. The request must explain the need or justification for a larger voucher. Documentation verifying the need or justification will be required as appropriate.

Subject to all program eligibility requirements and owner approval, the LA may issue a larger voucher only for the addition of a family member who is:

- 1) Married to, marries or is the partner/cohabitant of the head of household,
- 2) A parent or grandparent of the head of household/partner/cohabitant,
- 3) A child, grandchild or step-child of the head of household/partner/cohabitant, or,
- 4) In the legal custody of the head of household/partner/cohabitant

At its discretion, an LA may issue a larger voucher to the family due to extenuating circumstances. However, the LA must obtain documentation to substantiate the basis for the larger voucher and must submit their decision to their Program Representative.

### **10.04 Errors in Subsidy Standards**

If the LA commits an error in the bedroom size designation, the family will be issued a voucher of the appropriate size.

### **10.05 Changes for Applicants**

The voucher size is determined prior to the family's briefing by comparing the family composition to the established LA subsidy standards. If an applicant requires a change in voucher size, based upon established LA subsidy standards, the guidelines in Section 10.01 will apply.

### **10.06 Overcrowding (Under-Housed) Families**

If a unit does not meet Housing Quality Standards (HQS) space standards due to an increase in family size (unit too small), the family must move to an appropriately sized unit, and if approved based upon established subsidy standards, the LA will issue a new voucher.

In order to continue with program assistance, the family will be required to locate appropriately sized housing, however, the LA will also notify the family of the circumstances under which an extension may be granted, such as:

- if a family with a disability is under-housed in an accessible unit;
- the LA and family (after documented attempts) have been unable to locate a unit within 180 days.

### **10.07 Under-Utilization (Over-Housed) in Enhanced Voucher Conversions**

Unit size is determined by family composition. If the family is occupying a right-sized unit they are eligible for, they may remain as long as the unit passes HQS. If the family is under-utilizing the unit (that is, the unit is larger than a bedroom size determination made from Section 10 of this Administrative Plan), they must first be offered an available right sized unit within the same development. Should there not be one available within a reasonable timeframe, the family must be given a voucher to move to a correctly sized unit.

If the family refuses to move, the family rent share will be recalculated based on the payment standard for the right sized unit.

### **10.08 Ineligible Housing**

The following types of housing are not assisted under the NYS HCR Housing Choice Voucher Program:

- a public housing or Indian housing unit;
- a unit receiving project-based assistance under a Section 8 program;

- nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- college or other school dormitories;
- units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- a unit occupied by its owner (this restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space); or
- a unit receiving any duplicative Federal, State, or local housing subsidy (this does not prohibit renting a unit that has a reduced rent because of a tax credit).

The LA will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities and VASH tenant-based voucher holders as allowed in Section 3 of this Administrative Plan:

- Congregate housing;
- Group homes;
- Shared housing;
- Assisted living facilities; or
- Single room occupancy housing.

## **Section 11.0 FAMILY ABSENCE FROM THE DWELLING UNIT**

The family must supply any information or certification requested by the LA to verify that the family is living in the unit or, if the family is absent from the unit, it must provide any LA requested information or certification on the purposes of family absences.

The family must cooperate with the LA for this purpose. The family must promptly notify the LA of its absence from the unit.

Absence means that no adult member of the family has resided in the unit for 30 or more days. The family must request permission in writing from the LA for absences that will exceed 30 days. The LA will make a determination in writing within five business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

- prolonged hospitalization;
- absences beyond the control of the family (e.g., death in the family, other family member illness); or
- other absences that are deemed necessary by the LA.

### **11.01 Confinement to Nursing Home or Hospital**

If a family member is permanently confined to a hospital or nursing home and there are additional family members (s) remaining in the household, the LA will eliminate the income and medical deduction of the person permanently confined to the nursing home or hospital upon proper notification by the family.

If a reduction in bedroom size and corresponding payment standard is necessary as a result of the family member permanent confinement, the new payment standard will be effective at the second annual certification.

## **Section 12.0: DETERMINING ASSISTANCE IF A FAMILY BREAKS UP**

In those instances where a family assisted under the Section 8 Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation or the division of the family; the new families cannot agree as to which new family unit should continue to receive the assistance; and there is no determination by a court, the LA will consider the following factors to determine which of the families will continue to be assisted:

- which of the two new family units has custody of dependent children;
- which family member was the head of household when the voucher was initially issued (listed on the initial application);
- the composition of the new family units and which unit includes elderly or disabled members;
- whether domestic violence was involved in the breakup;
- which family members remain in the unit; and
- recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the LA will terminate assistance on the basis of failure to provide information necessary for a recertification.

### **12.01 Remaining Member of Tenant Family**

To be considered the remaining member of the tenant family, the person must have been previously approved by the LA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family. A “room-mate,” as defined in Section 4.03 is also not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member:

- the court has to have awarded emancipated minor status to the minor; or
- the LA must have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child (or children) for an indefinite period.



If a minor, as the only remaining family member receives continued assistance under the voucher program, then the voucher must remain available to the minor regardless of future guardianship. Once the minor reaches adulthood, all applicable voucher requirements prevail.

A reduction in family size may require a reduction in the voucher family unit size.

## **Section 13.0 INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

### **13.01 Preference Denials**

If the LA denies a preference to an applicant, the applicant will be notified in writing of the specific reason for the denial and will be offered the opportunity for an informal **meeting** (not an informal review) with LA staff to discuss the reasons for the denial. An informal meeting may be held virtually upon request and if all parties agree, and must adhere to the remote procedures set forth in Section 14 of this Administrative Plan and all other applicable HUD and NYS HCR requirements.

The person who conducts the meeting will be an employee of the LA who is at or above the level of the employee but not the employee who made the decision.

### **13.02 Informal Review Procedures for Applicants**

The LA will give an applicant for participation in the Section 8 Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the decision including the documentation used if obtained from a state or local agency with an approved consent form. Written notification indicating the applicant has ten (10) days from the date of the written correspondence to review and/or dispute must be provided prior to a notice of denial. After such time, if proceeding with a denial, a second notification must be sent indicating the applicant may request an informal review within ten (10) business days. The final date in which the applicant may respond **must** be stated and will describe how to obtain the informal review. If needed, an applicant should be given an opportunity to submit a written request to reschedule an informal review. The applicant will be granted only one opportunity to reschedule an informal review. The informal review must be conducted within 30 days from the date of the denial notice.

### **13.03 When an Informal Review is Not Required**

The LA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. a determination of family unit size under the LA subsidy standards;
2. LA determination not to approve an extension or suspension of a voucher term;
3. LA determination not to grant approval to lease a unit under the program or to approve a proposed lease;
4. LA determination that a unit selected by the applicant is not in compliance with Housing Quality Standards (HQS), including reasons related to family size or composition;

5. general policy issues or class grievances; or
6. discretionary administrative determinations by the LA.

#### **13.04 Informal Review Process**

The LA will give an applicant an opportunity for an informal review of the LA's decision denying assistance to the applicant.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the LA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- the reason(s) they have been determined ineligible;
- the procedure for requesting a review if the applicant contests the decision; and
- the deadline or time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the LA will provide the subject of the record and the applicant with a copy of the criminal record and any other documentation upon which the decision to deny was based.

The LA will provide applicants with the opportunity for an informal review of decisions denying:

- listing on the LA's waiting list;
- issuance of a Voucher;
- participation in the program; and
- assistance under portability procedures.

#### **13.05 Procedure for Review**

A request for an informal review must be received in writing by the close of the business day, no later than ten business days from the date of the LA's notification of denial of assistance. The informal review will be scheduled within five business days from the date the request is received. The informal review must be conducted within 30 days from the date of the notice of denial.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by any of the following:

- a staff person who is at the Casework Supervisor level or above;
- the Program Director or Executive Director (if not the same person who made the initial decision to deny assistance); or
- an individual from outside the LA.

The applicant will be given the option of presenting oral or written objections to the initial decision. Both the LA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist the family at its own expense. The review may be conducted by mail and/or telephone if acceptable to both parties.

The LA is ultimately responsible for deciding and communicating the decision to uphold or amend the original outcome. A notice of the review findings will be provided in writing to the applicant within fourteen days after the review. It will include the decision of the review officer and an explanation of the reasons for the decision. Once the outcome and communication to uphold or amend the original decision has been finalized and issued, the matter is considered resolved and no further review will be permitted.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

### **13.06 Mitigating Circumstances for Applicants with Disabilities**

When applicants are denied placement on the waiting list or the LA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Examples of mitigating circumstances are:

- A person with a cognitive disorder may not have understood the requirement to report increases in income.
- A person may not understand the need to make regular repayments on a promissory note.
- Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

### **13.07 USCIS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual searches do not verify the claim, the LA will notify the applicant within ten days of his/her right to appeal to the USCIS within thirty days or to request an informal hearing with the LA, either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, it must give the LA a copy of the appeal and proof of mailing or the LA may proceed to deny assistance. The time period to request an appeal may be extended by the LA for good cause.

### **13.08 Restrictions on Assistance to Non-Citizens**

Assistance to an applicant will not be delayed or denied if:

- on the basis of immigration status if the applicant, within all requirements and/or dates specified by Section 5.508 of program regulations, takes all necessary steps to provide required documentation;
- the LA has not completed primary and secondary verification of immigration documents submitted by the applicant in a timely manner;
- if the USCIS appeals process under Section 5.514 has not been completed;
- if the ineligible family member has left the household; or
- assistance to the applicant will be prorated;

Assistance to an applicant will be denied if:

- if a declaration of citizenship and eligible immigration status is not submitted by the date specified;
- USCIS primary and secondary verification does not support eligible immigration status of a family member;
- the applicant family does not pursue USCIS appeal or informal hearing rights; or
- USCIS appeal or informal hearing decisions are decided against the applicant or an individual family member.

### **13.09 Informal Review Regarding Citizenship Status with LA**

The request for an LA review must be made within 14 days of receipt of the notice offering the review; if an appeal was made to the USCIS, within fourteen days of receipt of that notice. The applicant will be notified that assistance will not be denied until the USCIS appeal process concludes but that assistance may be denied pending the LA informal hearing.

After receipt of a request for an informal review, the hearing is conducted as previously described in this section. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the LA will deny assistance to the applicant.

Families denied for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as reviews for terminations for any other type of fraud.

## **Section 14.0 INFORMAL HEARING PROCEDURES FOR PARTICIPANTS**

### **14.01 Consideration of Circumstances**

In deciding whether to terminate assistance because of action or inaction by members of the family, the LA must consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The LA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. The LA may permit the other members of a participant family to continue receiving assistance.

If the LA seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the LA determines and notifies the participant of the decision to deny or terminate assistance. In determining whether to terminate assistance for these reasons the LA will consider evidence of whether the household member:

- has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

### **14.02 When a Hearing is Required**

LA hearing procedures will be provided to families in the briefing packet. The LA will give a participant family an opportunity for an informal hearing to consider whether the following LA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and LA policies:

1. determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
2. determination of the appropriate utility allowance (if any) for tenant-paid utilities from the LA utility allowance schedule;

3. determination of the family unit size under the LA subsidy standards;
4. determination to terminate assistance for a participant family because of the family's action or failure to act; or
5. determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the LA policy and HUD rules.

In cases described in items 4 and 5 above, the LA will provide the opportunity for an informal hearing before the LA terminates housing assistance payments for the family under an outstanding HAP contract.

#### **14.03 When a Hearing is Not Required**

The LA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. discretionary administrative determinations by the LA;
2. general policy issues or class grievances;
3. establishment of the LA schedule of utility allowances;
4. LA determination not to approve an extension or suspension of a certificate or voucher term;
5. LA determination not to approve a unit or lease;
6. LA determination that an assisted unit is not in compliance with HQS. However, the LA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family;
7. LA determination that the unit is not in accordance with HQS because of the family size; or
8. a determination by the LA to exercise or not exercise any right or remedy against the owner under a HAP contract.

#### **14.04 Notice to the Family**

In the cases described in items 4 and 5 of Section 14.03 entitled "When a Hearing is Not Required," the LA will notify the family that the family may ask for an explanation of the basis of the LA's determination, and that, if the family does not agree with the determination, the family may request an informal hearing on the decision.



In the following cases described in items 4 and 5 of Section 14.02 entitled “When a Hearing is Required,” the LA will give the participant prompt written notice that the family may request a hearing within ten (10) business days the final date for the participant to respond **must** be stated of the notification. The LA hearing procedures will be provided to families in the briefing packet. The participant should be given the opportunity to submit a written request to reschedule an informal hearing. The participant will be granted only one opportunity to reschedule an informal hearing.

The notice will contain a brief statement of the reasons for the decision and state that, if the family does not agree with the decision, the family may request an informal hearing on the decision within ten business days of the notification. The informal hearing must be conducted within 60 days from the date of the notice.

#### **14.05 Hearing Procedures**

The LA and participants will adhere to the following policies and procedures:

##### **1. Method**

Informal hearings must be held in a manner which meets the requirements set forth by HUD and this Administrative Plan. They may be conducted in person, remotely via videoconferencing, or through other virtual platforms. To conduct a hearing remotely, it is incumbent on the LA to ensure the same equal opportunity and nondiscrimination requirements for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act are followed.

If no method of conducting a remote hearing is available that appropriately accommodates an individual’s disability, the LA may not hold against the individual his or her inability to participate remotely. The LA should consider whether postponing the hearing or remote briefing to a later date is appropriate or whether there is a suitable alternative to meet the LA and participant’s needs.

In addition to adhering to the guidance set forth in Section 14 of this Administrative Plan, an informal hearing conducted virtually must also consider the following:

- a.) The LA must survey the family to identify and resolve any technology barriers prior to conducting hearing/briefing remotely. Should a barrier exist (i.e., no access to internet, phone, community services) that the LA or family can not reasonably resolve then any scheduled remote hearing/briefing should be postponed, or an in-person alternative must be provided. The LA must provide the family the option to request an alternative virtual platform or hearing option as a reasonable accommodation.

- b.) Pre-hearing notification must be distributed to all parties. Notification must include the scope of the hearing, date, time and platform in which it will be held, and include the method and timeframe in which documentary evidence and the witness/representative list must be received and to the extent required, distributed prior to the meeting.
- c.) The hearing must allow for full interaction and questions in real time.
- d.) The LA is responsible for safeguarding each remote session to minimize exposure or misuse of the data collected, used and shared prior to and during the remote hearing/briefing.

## **2. Discovery**

- a. The family will be given the opportunity to examine before the hearing any LA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the LA does not make the document(s) available for examination on request of the family, the LA may not rely on the document at the hearing.
- b. The LA will be given the opportunity to examine, at the LA's offices before the hearing, any family documents that are directly relevant to the hearing. The LA will be allowed to copy any such document at the LA's expense. If the family does not make the document(s) available for examination on request of the LA, the family may not rely on the document(s) at the hearing.

## **3. Representation of the Family**

At the family's own expense, a lawyer or other representative may represent the family.

## **4. Hearing Officer**

The hearing will be conducted by any qualified person or persons designated by the LA, other than a person who made or approved the decision under review or a subordinate of this person;

The person who conducts the hearing will regulate the conduct of the hearing in accordance with LA hearing procedures.

## **5. Evidence**

The LA and the family must have the opportunity to present evidence and to question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

## **6. Issuance of Decision**

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

#### **14.06 Effect of the Decision**

The LA is not bound by a hearing decision:

- concerning a matter for which the LA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under LA hearing procedures; or
- contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.

The LA is ultimately responsible for deciding and communicating the decision to uphold or amend the original outcome. If the LA determines that it is not bound by a hearing decision, the LA will notify the family within 14 calendar days of the determination and of the reasons for the determination. Once the outcome and communication to uphold or amend the original decision has been finalized and issued, the matter is considered resolved and no further review or hearings will be permitted.

#### **14.07 Mitigating Circumstances for Participants with Disabilities**

When the LA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal hearing process.

Examples of mitigating circumstances are:

- a person with a cognitive disorder may not have understood the requirement to report increases in income;
- a person may not understand the need to make regular repayments on a promissory note; or
- minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

#### **14.08 Hearing Provisions for Restrictions on Assistance to Non-Citizens**

Assistance to a participant will not be terminated:

1. on the basis of immigration status if the participant, within all requirements and/or dates specified by Section 5.508 of program regulations, takes all necessary steps to provide required documentation;
2. if the LA has not completed primary and secondary verification of immigration documents submitted by the participant in a timely manner;
3. if the USCIS appeals process under Section 5.514 has not been completed;
4. if the ineligible family member has left the household;
5. if assistance to the participant will be prorated;
6. if assistance for a mixed family is continued in accordance with Sections 5.514 and 5.518 of program regulations;
7. if the LA has deferred termination of assistance in accordance with Sections 5.516 and 5.518 of program regulations.

Assistance to a participant will be terminated if:

1. a declaration of citizenship and eligible immigration status is not submitted by the date specified;
2. USCIS primary and secondary verification does not support eligible immigration status of a family member;
3. the participant family does not pursue USCIS appeal or informal hearing rights; or
4. USCIS appeal or informal hearing decisions are decided against the participant or an individual family member.

#### **14.09 USCIS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify the claim, the LA will notify the participant within ten days of his/her right to appeal to the USCIS within 30 days or to request an informal hearing with the LA, either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, it must give the LA a copy of the appeal and proof of mailing or the LA may proceed to deny assistance. The time period to request an appeal may be extended by the LA for good cause.

#### **14.10 USCIS General Requirements**

The request for an LA hearing must be made within 14 days of receipt of the notice offering opportunity for the hearing or, if an appeal was made to the USCIS, within 14 days of receipt of that notice. The participant will be notified that assistance will not be terminated until the USCIS appeal process concludes.

After receipt of a request for an informal hearing, the hearing is conducted as previously described in this section. If the hearing officer decides that the individual is not eligible and there are no other eligible family members, the LA will:

- defer termination if the participant family qualifies for deferral; or
- terminate the participant if the family does not qualify for deferral.

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## Section 15.0 COMPLAINTS

The LA is tasked with investigating and responding to complaints by participant families, owners, employees, and the general public. All complaints must be documented. The LA may require that complaints other than HQS violations be put in writing.

Anonymous complaints are investigated when the person making the complaint indicates **in writing** the details of the specific allegations.

### Categories of Complaints

- **Complaints from families:** If a participant family disagrees with an action or inaction by a representative of the LA or owner, complaints will be referred to the supervisor of the LA representative (or the LA's administration/owner if that is the same person to whom the complaint was lodged against). The LA will not refer families directly to HCR. While the LA is ultimately responsible for resolving and communicating the outcome, if a complaint is not resolved the LA may forward the information to their HCR Statewide Section 8 Program Representative for assistance and/or guidance with the investigation.
- **Complaints from owners:** If an owner disagrees with an action or inaction of the LA or a family, complaints from owners will be referred to the LA office.
- **Complaints from staff:** If an LA staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the LA for resolution.
- **Complaints from the General Public:** Complaints or referrals from persons in the community regarding the LA, a family or an owner will first be referred to the LA. The LA will not refer families directly to HCR. While the LA is ultimately responsible for resolving and communicating the outcome, if a complaint is not resolved the LA may forward the information to their HCR Statewide Section 8 Program Representative for assistance and/or guidance with the investigation.

## **Section 16.0 PAYMENT STANDARDS**

### **16.01 Setting the Payment Standard**

For each local program in HCR's Statewide Voucher Program, payment standards are established within the allowed "basic range" - 90 percent to 110 percent of the applicable HUD published Fair Market Rent (FMR). If, as a result of a HUD published FMR a payment standard falls outside of the basic range, a revision must be completed within 3 months following the effective date of the change in the FMR. Specific payment standards for all bedroom sizes in each LA jurisdiction are established per the unique market forces at play in each local program area.

HCR may, within the HUD-allowed basic range, approve a higher payment standard for a designated part of an LA's FMR area if it is needed to expand housing opportunities outside areas of minority or poverty concentration.

HCR may also, upon LA request, approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

The payment standard required for either a recertification or a newly issued voucher will depend on the effective date of the certification. If the effective date of the certification is before the effective date of the new payment standard schedule, then the old payment standard schedule must be used. If the effective date is on or after the effective date of the new payment standard schedule, then the new payment standard schedule must be used.

### **Use of Small Area FMR's**

HCR may elect to adopt the use of Small Area Fair Market Rents (SAFMR's) in an entire metropolitan area or specified zip codes as allowed by HUD. In doing so, HCR will also consider and indicate whether it applies SAFMR's to the PBV program. HCR will follow the requirements outlined in HUD guidance and PIH notices as published to properly implement SAFMRs.

### **16.02 Revising the Payment Standard**

HCR and LAs will review payment standard levels annually, concurrent with publication of Fair Market Rents. The LA may also request payment standard adjustments at times other than the annual review when circumstances warrant.

Adequacy/appropriateness of existing payment standard levels will consider:

1. The percentage of annual income families pay for rent under the voucher program (rent burdens);
2. Program utilization rates;
3. Rents for units currently leased;
4. Size and quality of units leased under the program;

5. Rental vacancy rates and rents in the market area; and
6. Success rates of voucher holders in finding units.

If it is determined that existing payment standard levels present an obstacle to achieving favorable success and/or utilization rates, reasonable rent burdens or that families are generally renting low quality units, HCR may, within the basic range, raise the payment standard to a higher level. LAs will be responsible for initiating this process by providing HCR with analyses that document the nature of the problem and recommend specific payment standard levels that will alleviate these hardships.

HCR, either acting alone or on the advice of an LA, may also reduce a payment standard for a specific bedroom size or all bedroom sizes if analysis shows that a significant percentage of leased units of moderate to high quality have rents that are substantially below the payment standard level.

Before increasing any payment standard, HCR will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

Hold Harmless Exception Payment Standard - Should the payment standard be reduced during the term of any existing tenant-based HAP contract, HCR will continue to use the pre-existing higher payment standard to calculate the subsidy for those affected families under their respective HAP contracts, for as long as the family resides in their unit. The exception expires if the household either: 1) moves to a different unit or, 2) experiences a change in composition. The exception will no longer apply when assistance in that unit ends or once a new payment standard, as calculated at the next annual review, exceeds the excepted payment standard.

### **16.03 Reasonable Accommodation**

HCR Section 8 Local Administrators are authorized to grant exception payment standards between 90% and 120% of the Fair Market Rent (FMR) in instances where a higher standard is necessary to provide reasonable accommodation for a family member with disabilities. This policy applies to cases where the HCR Local Administrator approves higher payment standards only in cases involving disabilities in conformity with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and other applicable Federal and State human rights laws.

When a Local Administrator plans to increase the payment standard on behalf of a tenant in this category, the following procedures must be implemented:

1. The tenant must submit documentation to the LA verifying that the household member is in fact disabled. While a "diagnosis" is not required, there should be documentation in the file that provides substantiation of and is directly related to the person's disability. Proof of the disability and/or the disability-related need for the accommodation may be requested unless the disability and need are obvious or



otherwise known. The LA must place a memo into the file documenting the amount of the increase and the justification of the use of a higher rent/payment standard.

2. Once the LA has obtained documentation that verifies the tenant's disability and connection to the accommodation, the LA should notify his/her Statewide Section 8 Program Representative. The letter should indicate that the LA has increased the payment standard to the specified percentage, and state the month/date in which the increase will take effect. The Program Representative will maintain a copy for their file.

Payment standards above 120% for disabled participants require HUD's approval. When submitting exception payment standard requests in this range, the following procedures **must** be implemented:

1. Submit a written request to your SS8 Program Representative outlining your justification for this request. The submission should include:
  - i. A specific statement that you have reviewed and enclosed all pertinent information and that you support this request.
  - ii. Documentation verifying that the approved gross rent is reasonable, in relation to unassisted units within and outside of, the building or development in question.

After reviewing your request, the Program Representative will forward the request to the local HUD Field Office for final approval. The Program Representative will notify the LA of HUD's response.

## **Section 17.0 OWNER RENTS AND RENT REASONABLENESS**

### **17.01 Rent to Owner in the Housing Choice Voucher Program**

The allowable rent to owner is limited primarily by rent reasonableness. However, if the proposed gross rent for a unit is above the payment standard, the impact this will have on a family's maximum allowed rent burden also becomes a factor. At the time a family initially receives Housing Choice Voucher (HCV) assistance, whether a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income when the gross rent for the unit exceeds the applicable payment standard for the family.

All owners will be advised that by accepting each monthly housing assistance payment they are certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the same premises. If requested, the owner must give the PHA information on rents charged by the owner for other units in the premises or elsewhere.

### **17.02 Rent Proration**

When initiating voucher assistance, the general standard is to begin assistance on either the 1<sup>st</sup> or the 15<sup>th</sup> of the month. However, Local Administrators are authorized to initiate assistance on any day of the month in circumstances when a landlord is unwilling to hold a unit until the 1<sup>st</sup> or the 15<sup>th</sup> and the voucher holder would thereby lose access to the unit.

In such cases, assistance for the initial month is to be prorated based on the number of days under HAP contract for that specific month (example, a unit rented on July 13<sup>th</sup> would be prorated based on 19 days). Prorated assistance is calculated by dividing the 19 days by the number of days in the month (31); in this case, multiplied by the full rent for the month.

To ensure that all leases are for a minimum of 12 months, the lease for the unit would be 12 months plus the additional days in the month being prorated.

### **17.03 Rent Reasonableness Determinations**

The LA will not approve an initial rent or a rent increase in the HCV program without determining that the rent amount is reasonable with respect to rents for comparable unassisted units in the market area.

Reasonableness is determined prior to the initial lease and in the following circumstances:

- Before an increase in rent to owner is approved;
- If 60 days before the contract anniversary date, there is a 10 percent decrease in the published Fair Market Rent (FMR) as compared to the previous FMR; and
- If the LA, HCR or HUD directs that reasonableness be redetermined.

As part of the overall Section 8 Housing Choice Voucher System (SHCVS), HCR has developed an automated database for analyzing and determining rent reasonableness on an individual unit basis. Data for unassisted units has been gathered from contacts via newspaper classified listings, realtors, professional associations, direct inquiries of owners, market surveys, local tax assessors, waiting list queries and other available sources. In order to ensure uniformity and consistency, the rent reasonableness system establishes standard criteria for all units entered in the database. Unit rents within any/all defined housing market areas are individually identified and segregated and are compared to similar units within the same market area.

The following criteria are included in the system database:

- size (number of bedrooms);
- location;
- general quality;
- amenities (bathrooms, dishwasher, air conditioning, etc.);
- services;
- age of unit;
- unit type;
- maintenance; and
- utilities.

#### **17.04 Rent Reasonableness Methodology**

The HCR/LA rent reasonableness system is based on unit comparison per the criteria listed above. The system uses a non-weighted total point count determined by summing the responses to questions about each criterion.

Based on the number of points derived for each unit, the automated rent reasonableness system then displays low, average and high rents for units of similar size and type within the same market area.

While LAs are always encouraged to obtain multiple (three or more) comparables for each proposed unit, HCR currently requires a minimum of two comparable units in order for the unit to pass the rent reasonableness test.

Information on unassisted units is maintained in the automated database and is updated or purged when that data is more than 12 months old.

## **Section 18.0 SPECIAL HOUSING TYPES**

The Statewide Section 8 Voucher Program will only approve one of the following special housing types when it is necessary to provide a reasonable accommodation for a family with disabilities:

- Congregate housing;
- Group homes;
- Shared housing;
- Assisted living facilities; and
- Single room occupancy housing (may be approved for VASH only).

Definitions and guidance of special housing types can be found under Subpart M – Special Housing Types of Title 24 Part 982 and in the Housing Choice Voucher Guidebook.

The Statewide Section 8 Voucher Program will approve other HUD-permitted housing types including:

- Single family dwellings;
- Apartments;
- Manufactured housing; and
- Manufactured home space rentals.

## **Section 19.0 PARTICIPANT PAYMENTS FOR AMOUNTS OWED THE PHA**

LAs assume all day-to-day responsibility for enforcing the requirements of this section and for ensuring that monies are paid directly by the program participant or owner to the bank lockbox. LAs are not permitted to receive funds on behalf of the participants and owners and must notify HCR immediately on any funds received. HCR will guide the LA on the procedure to assure the receipt of the funds and submission of all necessary documentation.

A participant is responsible for reporting all changes in income and household composition to the LA within two weeks of the date of such change. If a participant fails to report these changes an overpayment of Housing Assistance Payments (HAP) may occur. The participant is responsible for repaying any amount overpaid on his/her behalf to the Statewide Section 8 Voucher Program.

In such cases the LA is responsible for making every effort to recoup any overpayment of HAP, and may only proceed to termination of assistance after considering the seriousness of the case, such as:

- whether or not there was a prior similar violation;
- the participant used false names or social security numbers, or
- falsified, forged or altered documents.

The LA may also consider the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or inaction (*see Section 14.01 of this Administrative Plan*). The analysis of all these factors must be documented in writing before proceeding to termination for any first time offender.

Participant obligations of this nature may be satisfied by either paying the full amount due immediately upon request of the LA, or through a repayment agreement approved by the LA.

The length of a repayment agreement cannot exceed 36 months. The specific term will be determined according to the amount owed. If the participant is not current on a repayment agreement, the family will not be issued a voucher to move to a new unit. If the family has a repayment agreement in place and incurs an additional debt to the LA, the additional debt must be paid in full within 30 days.

A participant will be considered in default if they miss two consecutive payments or are behind on more than two payments aggregately. In such circumstances, the family must pay the total outstanding balance or their participation will be terminated.

An applicant owing money may apply to the program and remain on the waiting list until his/her time of selection. If it is determined, based on information in HUD's Enterprise Income Verification (EIV) System that an applicant still owes money to a PHA or a Section 8 landlord when he/she is contacted for selection, assistance may be denied subject to resolution of the reported outstanding debt. Refer to HUD's January 28, 2010 EIV Training Webcast: *Refinement of Income and Rent Rule*, and Form HUD-52675 (Debts Owed to Public Housing).

### **19.01 - Fraud Versus Participant Errors/Omissions**

The guidance in 24 CFR 792 regulations defines fraud, encourages PHAs to pursue instances of it and provides information on PHA compensation for efforts involved in initiating or sustaining an action to recover excess subsidy payments.

Section 792.101 (Purpose) states that the purpose is to cover "tenants and owner fraud and abuse in the operation of the Section 8 housing assistance payments programs." Similarly, Section 792.102 (Applicability) states that "This part applies only to this instances when a tenant or owner committed fraud, and the fraud recoveries are obtained through litigation brought by the PHA (including settlement of the lawsuit), a court-ordered restitution pursuant to a criminal proceeding, or an administrative repayment agreement with the family or owner as a result of a PHA administrative grievance procedure pursuant to, or incorporating the requirements of 982.555 of this title. Finally, in 792.103 (Definitions), fraud and abuse are defined as follows: Fraud and abuse means a single act or pattern of actions...that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

In some instances involving excess subsidy, general participant errors and omissions are the leading cause of excess subsidy payments. However, once a determination is made that excess subsidy has been paid, every effort must be made to recover that excess.

### **19.02 Repayment Agreements – General**

A participant's obligation of this nature may be satisfied by either paying the full amount due immediately upon the LA's request or through a repayment agreement approved by the LA. A repayment agreement between the LA and a participant is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the LA upon default of the agreement.

The repayment agreement must contain the following provisions:

1. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income, or;
2. A change in income cycle (i.e.; weekly to bi-weekly or bi-monthly, and vice versa).

3. The monthly repayment amount is in addition to the family's regular rent contribution.

LAs will **not** enter into additional repayment agreements if:

- the participant already has an agreement in force;
- the LA determines that the family has committed additional program fraud during the term of the repayment agreement.

There is no maximum dollar amount for considering whether or not the LA will enter into a repayment agreement.

Although the LA is authorized to enter into a repayment agreement of up to 36 months, the maximum term should not be automatically granted. Each family should be evaluated on a case-by-case basis. The term of the agreement may range from one (1) to thirty-six (36) months depending on the family's income and the amount owed. Repayment options include lump sum payments, monthly installments, or a combination of both. If a family can document a hardship, the LA should contact their program rep for guidance.

If a participant refuses to enter into a repayment agreement or defaults on an existing agreement, the participant must be terminated from the program and collection/enforcement actions should be pursued. Any remaining debts owed must be promptly entered into the EIV Debts Owed to PHA Module. The LA should contact their Program Representative for further guidance.

### **Repayment Schedule**

**Following is the schedule for repayment amounts and maximum terms.**

Amount Due	Maximum Term
\$600 or Less	6 Months
\$601 - \$1,200	12 Months
\$1,201 - \$1,800	18 Months
\$1,801 - \$2,400	24 Months
\$2,401 – or More	36 Months

### **19.03 - Determining Participant Monthly Repayment Amounts**

When establishing the amount of monthly repayment for a participant, LAs must reasonably consider affordability or the participant's ability to pay the repayment amount plus their normal monthly obligation for rent and utilities may be at risk. Accordingly, LAs must take the following steps:

- From the HUD Form 50058, establish the dollar amount of the participant's "Total Family Share" Total Family Share is the amount of rent the participant pays to the owner (tenant rent) plus any applicable utility allowance.
- Determine the dollar amount of 40% of the participant's monthly adjusted income.

Subtract the Total Family Share amount from the dollar amount for 40% of the participant's monthly adjusted income. The resulting amount can generally be considered as the "affordability" benchmark.

- Based on the above table for Repayment Agreement terms, determine if the dollar amount in (3) would allow the participant to repay the amount due within the maximum term. If not, determine the number of months needed to satisfy the amount due.

Repayment agreement terms may be adjusted to consider affordability up to the overall maximum 36 months allowed in HTFC's repayment policy.

Using these factors, if the repayment agreement cannot be satisfied with the maximum term allowed, the LA may not enter in a repayment agreement and the participant's case will be terminated.

#### **19.04 - Compensation for Executed Repayment Agreements**

Under HUD's established process for collecting fraud-based recoveries, monies recovered are returned to the PHA's HAP account and collection fees are paid out of that same account. Our goal is to continue encouraging LAs to collect excess subsidy and enact a reasonable means of providing compensation for those efforts. To meet that goal, we have decoupled the recoupment of excess subsidy from this process for compensating LAs. Under this process, all repayments collected will remain in the HAP account.

LA compensation will be based on a per-agreement flat fee that will be paid to defray costs of establishing and monitoring each executed repayment agreement. The fee will be paid when all excess subsidy has been collected per the terms, a request for reimbursement is submitted within 90 days from the date of closure of the repayment agreement **and formal authorization has been provided by NYS HCR staff to make the specified fee adjustment**. When the participant completes payment due under the repayment agreement, fees will be paid according to the following schedule:

<b><u>REPAYMENT AGREEMENT</u></b>	<b><u>LA FEE</u></b>
<b>\$1,000 or less</b>	<b>50% amount collected</b>
<b>\$1,001 - \$2,000</b>	<b>Lesser of 50% amount collected or \$750</b>
<b>\$2,001 or More</b>	<b>Lesser of 40% amount collected or \$5000</b>

#### **19.05 - Additional Actions When Potential Fraud/Abuse is Observed**

The compensation method for repayment agreements is not intended to block LAs from initiating litigation or taking other actions when egregious fraud or abuse is observed. If or when LAs become aware of potentially serious program abuse, LAs are encouraged to review, investigate and act on such cases. As determined necessary by LAs, law enforcement and/or local District Attorney offices may be contacted for advice, counsel and assistance.

If matters are observed to be serious enough to pursue criminal charges, local District Attorney offices should be contacted to determine their interest and willingness to take on the case. If the local D.A. does



not indicate willingness to be involved, the LA should then contact HTFC to determine if the NYS State Attorney General's Office will take the case. In addition, in those limited instances where the abuse potentially involves a significant amount of program funds, HTFC may determine that the HUD Inspector General's office will be contacted.

#### **19.06 Late Payments**

A payment under a participant repayment agreement will be considered in arrears if payment has not been received by the LA within 5 business days of the due date.

Payment is due by the close of business on the due date. If the due date is on a weekend or holiday, the due date will be at the close of the next business day. If a participant's repayment agreement is in arrears and the participant has not contacted or made arrangements with the LA, the LA will require the participant to pay the balance in full within 30 days. If the participant subsequently fails to pay the full amount due within the 30 days, the participant will be terminated from the program.

If a family who has an outstanding balance on an existing repayment agreement requests to port to another jurisdiction (another LA or PHA), the outstanding balance must be paid in full before the family will be permitted to port.

#### **19.07 Minimum Rents**

HCR has a minimum rent policy of \$50 for all participants in the Statewide Section 8 Voucher Program. Adjustments to rent shares for affected families are to be implemented immediately at the next annual review or interim recertification, whichever comes first.

Refer to Section 21.06 for guidance on the Minimum Rent Hardship Exemption.

## **Section 20.0 UTILIZING THE ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**

Use of the HUD EIV System is mandatory for PHAs. The LA will use the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. In order to identify any discrepancies, the LA will use EIV wage/benefit data in conjunction with third party income verification documents received during the annual and interim recertification processes. If there are discrepancies in the amount of income, or if the income is outdated, the LA will use the most accurate and reliable source of income verification.

The data contained and provided by the EIV system will be protected by the LA and should only be used for official program purposes. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

The LA must adhere to EIV security awareness measures to ensure that only authorized system users may access the EIV system in order to maintain overall privacy and security compliance.

The LA must use the EIV system to verify household income on such sources as Social Security, Social Security Disability, SSI, wages and unemployment compensation for each family member. The LA must use the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50058 which is maintained in the HUD Public and Indian Housing Information Center (PIC) System database.

### **20.01 Demonstrating Compliance with Mandatory Use of EIV**

In accordance with 24 CFR §5.233(a)(2)(i), LAs must demonstrate compliance with mandated use of EIV by doing the following:

- A. For each new admission:
  - a) review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date;
  - b) print and maintain a copy of the EIV Income Report in the tenant file;  
and
  - c) resolve any income discrepancy with the family within 60 days of the EIV Income Report date.
  
- B. For each historical adjustment (action type 14):
  - a) review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date;

- b) print and maintain a copy of the EIV Income Report in the tenant file; and
  - c) resolve any income discrepancy with the family within 60 days of the EIV Income Report date.
- C. For each interim reexamination (action type 3):
- a) maintain in the tenant file, a copy of the ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (LAs have the discretion to print the EIV Income report; however, only the ICN page is required.)
  - b) maintain in the tenant file, a copy of the EIV Income Report when there is an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.
- D. For each annual reexamination where the *tenant does not dispute EIV information, the LA must:*
- a) maintain the EIV Income Report, current acceptable tenant- provided documentation and, *if necessary* (as determined by the LA), traditional third party verification form(s).
- E. For each annual reexamination where the *tenant disputes EIV information, the LA must:*
- a) maintain the EIV Income report, current acceptable tenant- provided documentation, and/or traditional third party verification form(s)
- F. Where the *Tenant-reported income is not verifiable through EIV system, the LA must:*
- a) maintain current tenant-provided documents and, *if necessary*, traditional third party verification form(s).

**20.01.01 Debts Owed to PHAs & Termination Module**

HUD has established a national data base to serve as a repository for debt and termination information on former program participants. It is now mandatory that each local program designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB).

The designated staff must obtain prior approval from HUD, before the system will allow them to enter information into the DTDB. Prior approval from HUD can

only be obtained by submitting an EIV Access Authorization form to HCR's EIV Coordinator, requesting user access role *Program Administrator – Voucher Section 8*).

#### ***20.01.02 Policy Governing DTDB Entries***

The following practices must be adhered to when entering debt/termination information into DTDB:

- 1) Debt/Termination information must not be entered into DTDB until an End Of Participation (EOP) action has been entered in PIC for the former participant.
- 2) Debt/termination information must be entered within 60 days from the EOP date.
- 3) Debt/termination information will be maintained in DTDB only up to a period of 10 years or the statute of limitations where the debt occurred.
- 4) Families who have never, or no longer, warrant being in the data base must be removed following HUD guidelines under *Debts Owed to PHAs and Termination information*.
- 5) Local programs may modify a tenant record only 3 times.
- 6) Debts should not be modified as payments are being made. The debt is to be removed only after being paid in full.

#### ***20.01.03 Screening Families Through EIVs' "Former Tenant Search" Module***

Procedures governing use of the EIV "Former Tenant Search" module must include the following:

- 1) Prior to admission, local programs should query each adult household member's SSN to determine if a PHA has reported a debt or adverse termination;
- 2) Former participants who owe debts to a PHA may not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
- 3) Adverse Terminations should be denied assistance in accordance with PHA or HUD policy; and

- 4) Families denied assistance due to information in DTDB must be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered an informal review.

#### ***20.01.4 Mandatory Monitoring of EIV Reports***

To ensure awareness of potential subsidy payment errors, per HUD Notice 2018-18, LA's are required to monitor the following EIV reports on a *monthly* basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report
4. IVT Report based on LA reexamination schedule (Report will include information from the New Hires Report (NDNH))
5. Multiple Subsidy Report

LAs are encouraged to use stand-alone reports to monitor progress in reducing administrative and subsidy payment errors by using the reports listed below:

1. Incorrect/invalid SSNs/name/date of birth – Identity Verification Report
2. Follow-up with families who need to disclose an SSN – Immigration Report
3. Duplicate rental assistance – Multiple Subsidy Report
4. Unreported increase in income – IVT Report
5. Improper payments on behalf of deceased tenants – Deceased Tenants Report
6. Unreported new employment (PHAs with interim increase policy) – New Hires Report
7. Adverse Termination/Outstanding Debt to PHA – Debts Owed to PHAs & Termination Search

#### **20.02 Income Discrepancy Resolutions**

When the EIV income data differs from the participant-provided income data by at least \$2,400 per year, this constitutes a “substantial difference.”

In cases where the EIV income data is **NOT** substantially different than tenant-reported income, the LA will:

- use participant documents or third party income verification to calculate anticipated annual income if the EIV income is less than current participant-provided documentation; or

- use EIV income data unless the participant provides documentation of a change in circumstances when the EIV data is more than the current participant-provided documentation. If acceptable participant documentation is provided to justify a change in circumstances, the participant documents will be used to calculate income.

In cases where EIV income is substantially different than the participant-reported income, the LA must:

- Request written third-party verification from the income source in accordance with 24 CFR 5.236(3) (i).
- Review historical income data for patterns of employment, paid benefits, and/or receipt of other income when the LA cannot readily anticipate income such as in the cases of seasonal employment, unstable working hours and suspected fraud.
- Analyze all data and attempt to resolve the income discrepancy.
- Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

### **Section 20.03 EIV Security Measures**

#### ***20.03.01 Handling of Discrepancy Reports***

The LA must handle EIV discrepancy reports in the following manner:

- If a participant disagrees with the discrepancy report issued by the EIV system, a meeting will be scheduled by the LA with the participant to resolve the dispute. All details of the discrepancy report must be documented and the participant will have 15 business days from the date of the meeting to obtain third-party verification of the discrepancy and submit supporting documentation to the LA. All participant- provided information and submitted documentation should be dated not more than 60 days prior to the initial resolution meeting. Once the information is received from the participant, the LA will review and make a final decision within ten business days from the date that the information was received from the participant.
- If a situation arises where facts indicate that a participant has not reported or has under-reported income, a repayment agreement will be executed between the participant and the LA. A revision to the current and future participant's share must also be made. If a participant refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, termination of assistance will occur using the established policies and procedures in accordance with HCR's Section 8 Administrative Plan.

#### ***20.03.02 Records Retention***

During the term of the assisted tenancy and for three years thereafter, the LA must retain the documents in the participant's file. EIV information must be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

### ***20.03.03 Disposal of Applicant and Participant Records***

All EIV documents must be destroyed at the end of the three-year retention period. They should be destroyed in a manner that would not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

### ***20.03.04 EIV Security Monitor***

Each local program must designate someone as the agency's "*EIV Security Monitor*." The agency's EIV Security Monitor will be responsible for ensuring that the minimal EIV security procedures outlined in this document are adhered to.

The local EIV security monitor or other designated personnel must give written notification to the HCR-designated EIV Security Officer when:

- a staff member associated with EIV information is no longer employed with the agency, or
- a staff member who previously had access rights to the EIV system no longer has such rights.

### ***20.03.05 Storage of EIV Documents***

As an added security measure, on an annual basis the HCR EIV security officer will mail to each local program a listing of local program staff members who have HCR approved access to EIV wage/benefit data. The local security monitor or other designated staff must review this list and immediately notify the HCR EIV security officer in writing of any names that should be deleted from the list.

Each LA must maintain a lockable container, file cabinet, or room to store EIV documents that are:

- outdated and are destined to be destroyed; or
- printed but not yet placed in the participants' files.

Caution should be taken to prevent the combining of each of the above types of documents. HCR recommends that the LA keep each type in separate folders within the lockable receptacle.

### ***20.03.06 Key Control Form***

Each local program must utilize the **Key Control Form** provided by HCR to document:

- the number of keys issued for the lockable container, file cabinet or room;
- the names of program staff who are in possession of these keys; and
- a change in the number of keys available or a change in the identity of the staff in possession of the key.

### ***20.03.07 EIV Security Awareness Training***

Applicants requesting EIV access must satisfy the required annual EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, an applicant must meet the following two conditions:

- a) Applicants must watch the most recent HUD, EIV Security Awareness Training Webcast.
- b) Applicants must confirm that they have watched the above mentioned webcast by signing the applicable HCR issued EIV Webcast Training Certification form, and submitting it to the HCR EIV Coordinator.

Note: A signed, HCR issued EIV Webcast Training Certification form is the only document needed for confirmation that applicants have completed their training. It is not necessary to obtain a HUD issued “Certificate of Completion.”

### ***20.03.08 Breach of EIV Security Policy***

Any breach of the EIV security policy should be immediately reported to the designated HCR Security Officer.



## **Section 21.0 RECERTIFICATIONS**

Unless otherwise indicated, the provisions of this section shall apply to all certifications.

### **21.01 Interim Recertifications**

Families are required to report **all** changes in income and family composition to the LA within two weeks of the date of such change. Families that report a change in income or family composition will be advised by the LA to forward written documentation. During an interim reexamination only information affected by the changes being reported will be reviewed and verified.

Upon receiving any requested documentation from the family, the LA will either process at the next annual recertification or conduct an interim recertification in the following circumstances **only**:

- A request by a participant which results in a decrease in tenant rent;
- An increase in yearly household income which would result in a monthly increase in participant rent share;
- An increase in family/household composition;
- An error/omission by the LA resulting in an increase in voucher size;
- Any increase or decrease in the tenant rent as a result of the scenarios above

In order to add a household member the family must request that the new member be added to the lease. The new household member must first be approved by the landlord. Before adding the new member to the lease, the individual and participant head of household must undergo a recertification and document the income, assets, and all other information normally required of applicants and participants.

The individual to be added to the household must also provide his/her Social Security number (if he/she has one) and must verify his/her citizenship/eligible immigrant status.

The family's revised annual income will be recalculated taking into account the income and circumstances of the new family member.

**NOTE:** Housing assistance will only be delayed if caused by family action or inaction.

### **21.02 Effective Date of Changes for Interim Recertifications**

The LA will give 30 day-notice of any rent increase to the family. If notice of an increase in rent is delayed due to a reason beyond the control of the family, the rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If

a participant family has caused the delay, the increase will be effective on the date the LA would have been otherwise able to issue the notice if the family had not caused the delay.

Reductions in participant's rent share will be processed as follows:

- a) If a participant submits required documentation of the decrease in income within 10 business days of the date the change occurred, the change in participant rent share will be effective the first of the month following the date the income change occurred.

In cases where required documentation is submitted within 10 business days of the decrease in income but the LA has already submitted their payment schedule for that month, the LA will retroactively reduce the participant rent share effective the first of the month following the date the income change occurred.

- b) If a participant does not submit required documentation of the decrease in income within 10 business days of the date the change occurred, the change in participant rent share will be effective the first of the month following the date the decrease in income is received by the LA.

### **21.03 Annual Recertifications**

Except as an identified household in 21.03.01, an annual recertification must be completed for each Section 8 family. The recertification must be completed on or prior to the date of the previous year's recertification.

The information used for reexamination must be current (within 120 days) of the effective date of the recertification. The family should be given a minimum of 90 days, but not more than 120 days, written notice prior to the anniversary date of the recertification.

The LA may require the participant(s) to visit the Section 8 office for the purpose of conducting the recertification. However, as a reasonable accommodation, the LA **may** accomplish this via a home visit, remotely via video-teleconferencing, or through other virtual platforms for the purpose of completing the annual recertification.

Recertifications must be held in a manner which meets the requirements set forth by HUD and this Administrative Plan. To conduct a briefing remotely, the methodology must be consistent with the requirements in Section 14.05 (Hearing Procedures) of this Administrative Plan. It is incumbent on the LA to ensure the same equal opportunity and nondiscrimination requirements for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act are followed.

The initial recertification notice must inform the family of the required documents and the deadline (or the date to appear in the Section 8 office for the reexamination) for submitting all required documents and requested information.

If the family fails to respond to the initial/first notice, a second notice must be sent to the family informing them that they have failed to submit the required information for recertification. A second request must be sent to the family. If the family does not respond to the second request by the deadline indicated by the LA, the LA will send the participant and landlord a notice that the LA intends to terminate assistance, and the LA will include copies of the first and second requests.

If the family fails to respond to the second notice a termination notice must be mailed to the family. A letter must also be sent to the owner informing him/her on the participant's termination from the program. The letter must state the date of the final Housing Assistance Payment. In addition, the letter must advise the owner that the tenant will be responsible for the total contract rent upon termination of the HAP contract.

### ***21.03.01 Triennial Recertifications for Fixed Income Households***

Effective March 12, 2018, HUD implemented the Streamlining Administration Regulations Interim Final Rule (or FAST Act) on how a PHA may elect to calculate income from fixed sources every three years.

Implementation is voluntary. Notification to HCR, however, is required by any LA prior to establishing and/or terminating implementation of the streamlining process.

Under this interim final rule, there are two scenarios:

- 1) if 90% or more of a family's total household income is derived from fixed income sources, the first year a full income review must be conducted. If the source of the family's total household income remains *at or above 90%* fixed, during the next two years the LA may determine **all** of the family's household income by using a verified COLA or rate of interest on the individual sources of fixed income.
- 2) For families with at least one source of fixed income, but for which *less than 90 percent* of the family's income is from fixed sources, the LA may follow the procedure noted above to calculate **only** the fixed income source(s) but must still verify and adjust any and all non-fixed sources annually.

In either case, an LA voluntarily implementing this rule must still undertake a full recertification every 3 years. Implementation of this streamlining does not waive the requirement to obtain a family's certification and verify all the information submitted for income verification, including the sources of income, is accurate. All files associated with the streamlining option must be documented accordingly.

Per HUD PIH Notice 2016-05, the term "fixed-income" includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and

Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

#### **21.04 Verification Guidance and Public Assistance Income Calculations**

HUD regulations stipulate in 24 CFR Part 5.609 (b) (6) that welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) be included in annual income only to the extent that such payments :

- qualify as assistance under the TANF program as defined in 45 CFR 260.31; and
- are not otherwise excluded from income under 24 CFR 5.609 (c).

If the welfare assistance payments include an amount specifically designated for shelter and utilities, the amount of welfare assistance income to be included as income should consist of:

- the amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities;
- the maximum amount of welfare assistance the agency could in fact allow the family for shelter and utilities; or
- the prorated amount as determined by the Department of Social Services (DSS) for families receiving SSI income.

#### **21.05 Zero Income Families**

Zero-Income circumstances are very unusual and require extra steps to validate. This can be better accomplished in a face-to-face meeting, but is not required.

Therefore, when a family reports zero income to the LA, the LA must conduct an interim recertification at least every 90 days or at such earlier intervals as may be determined necessary by the LA. The purpose of the interim recertification is to verify the family's expenses, and to have the family provide an explanation of how their expenses are being paid. Any regular contributions received by the family from outside sources must be considered as household income. In addition, the family must complete HCR's "Zero Income Worksheet" Form on a **quarterly** basis. For further guidance on this topic, see the HUD Public Housing Occupancy Guidebook (published June 2003).

## **21.06 Minimum Rent Hardship Exemption**

The LA must advise a family who is paying the minimum rent of their right to request a hardship exemption for their minimum rent payment. If the family requests and is approved for the exemption, the LA must suspend the minimum rent and adjust the HAP payment effective on the first of the month following the change in the family's circumstances. The LA must request documentation to substantiate the hardship, and must promptly determine if the hardship is temporary or long term.

If the LA determines the financial hardship to be temporary (90 days or less), the minimum rent must be suspended for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent must be reinstated retroactive to the date of suspension. If the amount the family owes as a result of the suspension of the minimum rent exceeds the family's ability to pay in one lump sum, the LA must offer the family a repayment plan.

Financial hardship includes the following circumstances:

- a family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
- a family would be evicted because it is unable to pay the minimum rent
- the income of the family has decreased because of changed circumstances including loss of employment;
- a death has occurred in the family; or
- other circumstances determined by the PHA or HUD.

The LA must conduct an interim recertification every 90 days for a family that is receiving a minimum rent hardship exemption. The purpose of the interim recertification is to verify the family's expenses, and to have the family provide an explanation of how their monthly expenses are being paid. Any regular contributions received by the family from outside sources must be considered as household income. In addition, the family must complete the HCR's "*Zero Income Worksheet*" Form.

## **Section 22.0 RESTRICTIONS ON MOVES BY A PARTICIPANT FAMILY**

During the initial 12 months of assisted occupancy, families who resided in the LA's jurisdiction prior to admission and wish to move within the same LA jurisdiction will be allowed to move only under the following conditions:

- The LA has terminated the Housing Assistance Payment (HAP) contract due to an owner's breach of responsibility (i.e. failure to correct Housing Quality Standards (HQS) violations); or
- The owner and family have agreed to mutual rescission of the lease;

**NOTE:** This provision may only be utilized once within any 12-month period by a participant and owner.

If a family lives in one LA jurisdiction and applies to the waiting list of another LA, the family will be required to utilize the assistance for 12 months in the jurisdiction of the LA where they are being admitted. (See also Section 1.0 "Selection and Admission Policies.")

Families will **not** be permitted to move more than once in a 12-month period unless the LA approves the move based on a documented reason over which the participant has no control (i.e. owner's failure to correct HQS violations).

As allowed by program regulations, families will **not** be permitted to move outside the LA's jurisdiction under portability provisions during the initial 12 months of assisted occupancy.

The LA may deny permission to move if:

- the family has violated a family obligation;
- the family owes the LA money; or
- the family has moved or was issued a voucher within the last 12 months.

Families are required to give proper written 30-day notice of intent to terminate the lease. During the initial term families may not end the lease unless the family and the owner mutually agree to end the lease and submit in writing to the LA a statement signed by the owner and tenant that the lease is being mutually terminated and the effective date of the termination. If the family moves from the unit before the initial term of the lease ends without the owner's and the LA's approval, it will be considered a serious lease violation and may subject the family to termination from the program.

The family is required to give the LA a copy of the notice to terminate the lease at the same time it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the LA will be considered a violation of family obligations and will cause the family to be

terminated from the program. The family will be ineligible for assistance until three years have elapsed from the date of termination.

## **Section 23.0 HOUSING QUALITY STANDARDS (HQS) INSPECTION POLICIES**

Housing Quality Standards (HQS) are minimum standards for tenant-based programs and are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as to the unit. Newly leased units must pass the HQS inspection **before** the beginning date of the assisted lease and Housing Assistance Payments (HAP) contract.

The LA will inspect each unit under contract at least annually.

The LA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by the Section 8 Management Assessment Program (SEMAP) annually to maintain the LA's required standards and to assure consistency in the LA's program. In addition, the LA must engage a third party HQS inspector for LA owned and LA managed units in order to avoid the appearance of a conflict of interest.

This section describes LA procedures for performing HQS and other types of inspections and LA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family and the consequences of non-compliance with HQS requirements for both families and owners.

### **23.01 Requirements and Guidelines for Inspections**

When a Request for Tenancy Approval (RFTA) is submitted, the unit being offered must be available for inspection no later than 60 days from the date of RFTA submission.

The LA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Program unless HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if units meet HQS.

The LA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by email/electronically, mail or by phone. If the owner and/or family can not be at home for the scheduled inspection appointment, the owner or family must make arrangements to enable the LA to enter the unit and complete the inspection.

If the owner or family misses the scheduled inspection and fails to reschedule the inspection, the LA will only schedule one more inspection. If the family misses two inspections, the LA may consider the family to have violated a Family Obligation and may terminate their assistance.



HQS will be the minimum requirement for approving units proposed for Section 8 Housing Choice Voucher (HCV) assistance. Although the LA is **not** required to enforce standards set forth in the New York State Building/Housing Codes and/or the other building/housing codes in any areas within the local LA's jurisdiction, LAs will cooperate, to the greatest extent possible, with local code enforcement officials to obtain uniformity of inspections.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The LA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the HQS inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner (whomever is responsible for the utilities according to the Request for Tenancy Approval) to have the utilities turned on. Either the inspector will schedule a reinspection or the owner and tenant will both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the LA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. Although not required, the LA may conduct a reinspection if deemed necessary by the LA.

Following are the types of inspections the LA will perform:

1. **Initial:** An inspection that must take place to ensure that the unit passes HQS before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. **Annual:** An inspection to determine that the unit continues to meet HQS; this inspection must be conducted within 12 months of the last annual inspection;
3. **Complaint:** An inspection caused by the authority receiving a complaint from any source regarding the unit by anyone;
4. **Special:** An inspection requested by a third party (i.e.,– HUD request);
5. **Emergency:** an inspection that takes place in the event of a perceived emergency; these will take precedence over all other inspections; and
6. **Supervisory:** Quality control inspections on units under lease during any specific LA fiscal year.

### **23.02 Initial HOS Inspections**

#### ***If the LA has up to 1250 units:***

The LA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 days after the family and the owner have submitted a request for approval of tenancy.

#### ***If the LA has more than 1250 units:***

The LA will inspect the unit, determine whether the unit satisfies HQS and notify the family and owner of the determination within 30 days after the family and the owner have submitted a request for approval of tenancy.

The LA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The LA will periodically review the average time required for a family and owner to have a unit inspected from the time the RFTA is submitted by the family and owner to the LA.

The initial inspection will be conducted to:

- determine if the unit and property meet HQS as defined in this Plan;
- document the current condition of the unit to assist in future evaluations whether the condition of the unit exceeds normal wear and tear; and
- document the information to be used for determination of rent reasonableness.

If the unit fails the initial HQS inspection, the family and owner will be advised to notify the LA once repairs are completed.

### **23.03 Annual HOS Inspections**

The LA will conduct HQS inspections within 12 months of the last annual inspection. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a deficiency for which the tenant is responsible.

The owner and/or family must allow the LA to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only during normal business hours of the LA. Weekend inspections may be conducted under extenuating circumstances at the LA's discretion. The LA will provide the family with as much notice possible when scheduling the inspection.

If the owner or family is unable to be present at the inspection, he/she must reschedule the appointment within five business days.

If the family or their designee misses an inspection appointment and does not contact the LA to reschedule the inspection, or if the family misses two scheduled inspection appointments, the LA will consider the family to have violated a family obligation and the family's assistance will be terminated in accordance with the termination procedures in this Plan.

#### **23.04 Verification of HOS Deficiencies**

The LA may elect to do a reinspection to comply with 24 CFR 982.404 (a) (3) to verify that all HOS deficiencies have been corrected. A reinspection is not necessary if the LA can obtain verification by other means.

Other than in the case of life threatening deficiencies an LA may accept an owner's and/or family's written certification that the deficiencies have been corrected.

When the deficiencies are the responsibility of the family, the owner or a representative of the owner must also certify that the deficiencies have been corrected.

When the deficiencies are the responsibility of the owner, the family must also certify that the deficiencies have been corrected.

Verification that repairs were completed may be made at the next on-site inspection.

The LA should base the verification process on the severity of corrections to be made and/or the LA's experience with the owner and property.

#### **23.05 Reinspections**

If an on-site reinspection is required and the family and/or owner is not at home for the reinspection appointment, the LA will leave a notice at the unit verifying the inspector's attempt to conduct the inspection.

The LA will schedule a reinspection of the unit. A notice of the reinspection will be provided to the owner and the family. The notice may contain a warning that payments will be abated (in the case of owner's responsibility), or a warning of intent to terminate (in the case of family's responsibility).

### **23.06 Notification of HOS Failures**

When a unit fails HQS inspection, the LA must notify the owner in writing of the amount of time that will be allowed to correct any items noted as fail. The amount of time allowed will be determined by the LA based on the time standards described in Section 23.07.

If the time period allowed to correct the repairs has elapsed and the LA has not granted an extension of time, the family must select another unit for assistance.

### **23.07 Time Standards for Repairs**

**Emergency items** which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See "Emergency Repair Items," Section 23.13.)

For **non-emergency items**, repairs must be made within 30 days.

For **major repairs**, the LA may approve an extension beyond 30 days.

### **23.08 Rent Increases**

Rent increases to an owner must not be approved if the unit fails inspection and deficiencies have not been corrected.

Rent increases must follow guidance set forth in New York State's Housing Stability and Tenant Protection Act of 2019, specifically, if the owner intends to raise the rent more than 5% above the current rent or intends not to renew the tenancy, the following policy applies:

- (a) If the tenant has occupied the unit for more than one year but less than two years, or has a lease term of at least one year but less than two years, the landlord shall provide at least sixty (60) days' notice.
- (b) If the tenant has occupied the unit for more than two years or has a lease term of at least two years, the landlord shall provide at least ninety (90) days' notice.

Rent increases that do not fall into the above categories require a minimum of 30 days' notice unless otherwise specified under federal policy, statute or regulation.

### **23.09 Move Out/Vacate Inspections**

The LA may, at his/her discretion, conduct a move-out inspection at the request of the tenant and/or landlord. If possible, both the tenant and the landlord should be present for this inspection.

### **23.10 Special/Complaint Inspections**

If at any time the family or owner notifies the LA that the unit does not meet HQS, the LA will conduct an inspection.

The LA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

### **23.11 Quality Control Inspections**

Quality control inspections will be performed by the LA on the number of files required by SEMAP. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of HQS.

The sampling of files will include recently completed inspections (within the prior three months), a cross-section of neighborhoods, and a cross-section of inspectors.

### **23.12 Accessibility Modifications to HOS**

Modifications or adaptations to a unit due to a disability must meet all applicable HQS.

### **23.13 Emergency Repair Items**

HQS deficiencies of an emergency nature must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector. Deficiencies of an emergency nature include but are not limited to the following:

- lack of security for the unit;
- waterlogged ceiling in imminent danger of falling;
- major plumbing leaks or flooding;
- natural gas leak or fumes;
- electrical problem which could result in shock or fire;

- no heat when outside temperature is below the Fahrenheit degree level consistent with LA's local building codes and temperature inside is below the Fahrenheit degree level consistent with LA's local building codes;
- inoperable smoke detector;
- inoperable carbon monoxide detector;
- utilities not in service;
- no running hot water;
- broken glass where someone could be injured;
- obstacle which prevents tenant's entrance or exit;
- inoperable self-closing door; and
- lack of functioning toilet.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the LA.

If the emergency repair item(s) are not corrected in the time period required by the LA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair items are not corrected in the time period required by the LA and it is an HQS breach which is a family obligation, the LA may terminate the assistance to the family.

### **23.14 Lead Based Paint**

LAs are responsible for complying with HUD's Lead Based Paint requirements as outlined in 24 CFR Section 35 and HUD PIH Notice 2017-13. LA must inform HTFC when any occurrence as described below occur.

For Housing Choice Voucher (HCV) units, when a child under 6 is identified with an EBLL, the LA or the owner, as described below, must take certain steps. For the HCV program, the regulations identify the LA as the designated party for ensuring compliance with all the regulations. This includes the same steps as for public housing, except that the owner is responsible for some of the steps, and the LA, other steps. In addition, for several steps, as described below, the LA may wish to collaborate with the owner to expedite implementation.

**The Owner is responsible for:**

**Initial notification of a confirmed case to HUD:** Notifying the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child’s address – within 5 business days. The LA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to be notified of the case by the owner and to forward the notification to the two HUD offices.

**Initial notification of the public health department, when necessary:** When the owner is notified of the case by any medical health care professional other than the public health department, the owner shall notify the public health department of the name and address of the child within 5 business days. The LA may wish to collaborate with the owner on this notification process, such as by agreeing with the owner to inform the public health department.

**Verification of the case, when necessary:** When the owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner should immediately convey the information to the LA so the LA may notify the public health department, if the LA has indicated, or indicates at this time, that it wishes to collaborate with the owner on implementation of the rule, as described below.

**Control of lead-based paint hazards:** Completing the reduction of lead-based paint hazards in the index unit and common areas servicing that unit that were identified by the environmental investigation conducted by the LA within 30 calendar days, using a certified lead-based paint abatement firm or certified lead renovation firm. Work shall include occupant protection, and clearance of the unit and common areas servicing that unit by an independent certified risk assessor or a trained dust sampling technician working under the risk assessor in accordance with section 35.1340.

**Notification to other residents:** As already required by the LSHR, in a multiunit property, the owner must notify all residents of lead evaluation and hazard control activities.

**Ongoing maintenance:** Maintaining covered housing without deteriorated paint if there is child under 6 in the family in accordance with sections 35.1220 and 35.1355(a).

**The LA is responsible for:**

**Verification of the case, when notification is not from a medical health care provider:** The LA may wish to collaborate with the owner on this verification of an EBLL case, such as by agreeing with the owner to receive the information about the possible case. The LA shall immediately verify the information with the public health care provider.

**Environmental Investigation:** Conducting an environmental investigation of the child’s unit and the common areas servicing that unit in accordance with Chapter 16 of the HUD *Guidelines*. If lead-based paint hazards are found in the child’s unit (the index unit) in a multiunit property, see section 9 of HUD PIH 2017-13 regarding risk assessments to be conducted in other covered units with a child under age 6 and the common areas servicing those units.

**Monitoring of owner’s compliance with LSHR:** Monitoring the owner’s compliance with the LSHR in accordance with the Housing Assistance Payments (HAP) contract between the LA and

the owner. LAs can perform oversight of this in conjunction with periodic Housing Quality Standards (HQS) inspections, but not at a frequency less than annually if there was deteriorated paint or known lead-based paint hazards identified in the child's unit or common areas servicing that unit. This includes such actions as (see above) monitoring the owner's:

Notifying HUD of a confirmed case;

Notifying the public health department when any other medical health care professional notified the owner of the case;

Verifying the case when the owner receives information from a person who is not a medical health care provider that a case may have occurred;

Ensuring that any required lead hazard control (including passing clearance) is complete;

Ensuring that residents of other units in a multiunit property were notified of lead evaluation and hazard control activities; and

Ensuring that ongoing maintenance of paint is conducted in accordance with sections 35.1220 and 35.1355(a).

- **Control:** Ensuring the owner completes and clears the control of lead-based paint hazards identified in the Environmental Investigation of the index unit and the common areas servicing that unit. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described in section 9 of HUD PIH Notice 2017-13.

The LA may wish to collaborate with the owner on the response, including providing the names of qualified and certified lead hazard control contractors, providing for the clearance examination, and ensuring notification to other residents in a multi-unit property.

#### **23.14.01      *Initial Inspection***

HUD regulations require that all stabilization of lead-based paint surfaces be completed before the commencement of assisted occupancy. While 24 CFR Section 35.115 (12) permits a reasonable delay in the performance of an evaluation, lead-based paint hazard reduction, or lead-based paint abatement on an exterior painted surface during a period when the weather conditions are unsuitable for conventional construction activities, such delays are **not** permitted for initial HQS inspections. A unit must pass its initial HQS inspection before assistance commences under the HAP contract. Under no circumstances should a waiver be granted for a unit that fails initial inspection.

#### **23.14.02      *Annual/Periodic Inspection***

If a unit fails its annual reinspection due to lead based paint hazards, the LA must advise the owner of his/her responsibility to ensure that the following conditions are adhered to:



- *Pursuant to 24 CFR Section 35.1345:*
  - (a) Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved; and
  - (b) Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, unless the exceptions noted in 24 CFR 35.1345 exist.
  
- *Pursuant to 24 CFR Section 35.1215:*
  - (a) If assisted occupancy has commenced prior to a periodic inspection, such paint stabilization must be completed within 30 days of notification of the owner of the results of the visual assessment. Paint stabilization is considered complete when clearance is achieved in accordance with §35.1340. If the owner does not complete the hazard reduction required by this section, the dwelling unit is in violation of Housing Quality Standards (HQS) until the hazard reduction is completed or the unit is no longer covered by this subpart because the unit is no longer under a housing assistance payment (HAP) contract with the housing agency; and
  - (b) The LA may grant the owner an extension of time to complete paint stabilization and clearance for reasonable cause, but such an extension shall not extend beyond 90 days after the date of notification to the owner of the results of the visual assessment

**23.15 Smoke and Carbon Monoxide Detectors**

Pursuant to New York State’s Uniform Fire Prevention Building Code and in compliance with sections 915 and 1103 of the 2018 International Fire Code (IFC), as adopted by HCR for enforcement within HQS, Carbon Monoxide (CO) alarms must be installed in all new and existing one- and two- family dwellings, multifamily dwellings, and rentals with a fuel-burning appliance, system or attached garage. Carbon Monoxide detectors are required to be located within 15 feet of all sleeping rooms and within 15 feet of the fuel-burning source. Smoke detectors are required in every sleeping room, within 21 feet of sleeping rooms and on every level of the dwelling unit, including the basement.

The Statewide Section 8 Voucher Program requires that this Code be adhered to for all units receiving Section 8 assistance.

Inoperable smoke **and carbon monoxide** detectors are a serious health threat and will be treated by the LA as emergency (24-hour) fail items. If the smoke **and/or carbon monoxide** detectors are not operating properly, the LA will contact the owner by phone or email/electronically and

request the owner to repair **or replace** the smoke **and/or carbon monoxide** detector within **24** hours. The LA will reinspect the unit the following day.

If the LA determines that the family has disconnected the smoke **and/or carbon monoxide** detector (by removing batteries or other means), the family will be required to repair or replace the smoke **and/or carbon monoxide detector** within **24** hours and the LA will reinspect the unit the following day.

The LA will issue a written warning to any family determined to have purposely disconnected **one or both detectors**. The warning will state that deliberate disconnection of the unit's smoke **or carbon monoxide** detector is a health and fire hazard and is considered a violation of HQS.

### **23.16 Self-Closing Doors**

#### Self-closing Doors

- a) It shall be the duty of the owner of a multiple dwelling (3 or more units), which is required to be equipped with self-closing doors pursuant to section 28-315.10 of the City of New York, and adopted by NYS HCR for statewide application, or any other applicable law, to keep and maintain such doors in good repair.
- b) Any owner required to keep and maintain self-closing doors pursuant to subdivision a of this section who fails to keep or maintain such doors shall be liable for a hazardous violation. Notwithstanding any other provision of law to the contrary, the time within which to correct such violation shall be 24 hours after service of the notice of violation.

This requirement shall be incorporated into any federally required inspection standard, HQS or otherwise, regardless of whether it is currently part of that standard. Where a unit or building is found to be deficient, the LA shall require the owner to make repairs within 24 hours. Regardless of whether the LA notes it as a deficiency, it is the owner's responsibility to ensure that self-closing doors are operational in compliance with any applicable local or state code.

### **23.17 Determination of Responsibility**

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances; and
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. Normal wear and tear is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations, including vermin infestation even if alleged to have been caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The LA may terminate the family's assistance on that basis. The owner or participant may appeal the determination to the LA within five business days of the inspection. If the family is responsible for damages but the owner carries out the repairs, the owner may bill the family for the cost of the repairs.

### **23.18 Consequences When Owner is Responsible (Non-Emergency Items)**

When it has been determined that a unit on the program fails to meet HQS, and the owner is responsible for completing the necessary repair(s) in the time period specified by the LA, the assistance payment to the owner will be abated.

A Notice of Abatement will be sent to the owner stating that the abatement will be effective the first of month following deadline for completing deficiencies/repairs. The LA will determine the deadline for completing deficiencies, depending on the nature of the repair(s) needed.

The LA will determine the time period for which abated units should be inspected, depending on the owner's notification that the work has been completed.

Upon notification that the required work is completed, the LA will advise both owners and tenants of the reinspection date. If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the LA's portion of rent that is abated.

### **23.19 Extensions**

Upon receipt of a written request, the LA may grant an extension, in writing, in lieu of abatement in the following cases:

- The owner has a good history of HQS compliance;
- The failed items are minor in nature;
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services;
- The owner makes a good faith effort to make the repairs;
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds; or

- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time to be determined by the LA. At the end of that time, if the work is not completed or substantially completed, the LA may terminate assistance.

### **23.20 Termination of Contract**

If the owner is responsible for repairs and fails to correct all the deficiencies cited, HAP payments may be abated for a period of up to 180 days. The owner will be sent a HAP Contract Proposed Termination Notice prior to the end of the abatement period. During this period the tenant should pay his/her share of the rent unless directed otherwise by legal counsel. If the tenant chooses to remain in the unit after the HAP contract is terminated, he/she should be advised by the LA to seek legal guidance.

If the unit is uninhabitable, the tenant should be notified. The LA should work with the tenant to determine, based on the specific circumstances, when to issue a new voucher.

If repairs are completed before the effective termination date, the termination may be rescinded by the LA if the tenant chooses to remain in the unit.

### **23.21 Consequences When Family Is Responsible**

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the LA will require the family to make any repairs or corrections within a time period consistent with the owner requirement for completing deficiencies. If the repairs or corrections are not made in this time period, the LA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the LA. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

### **23.22 Local Administrator – Owned Units**

For purposes of program integrity and to avoid the appearance of conflict of interest, LAs are required to outsource inspections of LA-owned and managed units. The LA must provide a list of these units to the Statewide Section 8 Voucher Program.

## **Section 24.0 SECTION 8 HOME OWNERSHIP**

### **24.01 Introduction**

Under the Section 8 Home Ownership Voucher Program, HCR and its Statewide Program Local Administrators (LAs) provide tenant-based assistance to an eligible family that purchases a dwelling unit to be occupied by the family. All HUD and HCR rules for rental vouchers apply to home ownership vouchers except where superseded in the following sections.

HCR, on an ongoing basis, reviews LA readiness, capacity and local program procedures and has authorized all LAs under its jurisdiction (together with any identified partner) who meet HCR established requirements, to implement this program. As part of the continued development of the home ownership program, HCR and the LAs will continue to conduct assessments of technical assistance that may be necessary to successfully manage, improve, and enhance local home ownership activities.

HCR has established standardized Home Ownership Guidelines, set forth in SS8 Notice 2010-12, and dated May 10, 2010, which provide guidance to the LAs and their clients in the home ownership process. This process was developed to ensure consistency in the pursuit and realization of home ownership.

HCR also works with Public Housing Participants and VASH (Veterans Affairs Supportive Housing) Voucher holders who become eligible for the HCV program after either residing in Public Housing for a year and a voucher becomes available, or holding a VASH voucher for a year.

Experience with low-income home ownership programs has demonstrated that quality counseling is essential for successful home ownership and prevention of mortgage defaults. Each of our LAs is required to continue to demonstrate experience and capacity in this area, either within its agency's programs and services, or through partnership with another entity.

Many LA's have in-house home buyer education/housing counseling (HBE/HC) staff, while others administer their home ownership program in partnership with another agency experienced in home ownership and who offer HBE/HC. In either case, which ever agency will deliver the home buyer education/housing counseling to the prospective buyers is required to be HUD Certified by August 1, 2021.

Pursuant to the New Freedom Initiative (Executive Order 13217, dated February 2001), HCR and the LAs will make every effort to ensure its home ownership policies afford disabled individuals (or families) opportunity to participate fully in community life, and to remove any barriers that may impede a disabled person's opportunity for community placement.

## **24.02 Permitted Ownership Arrangements**

The Home Ownership Program may be utilized in the following types of housing:

- (1) Single-family home
  - (a) New construction with environmental review completed
  - (b) Under construction
  - (c) Existing;
- (2) Manufactured home, constructed in 1976 or later, on a permanent foundation;
- (3) Single dwelling unit in a condominium owned by the family in which one or more family members hold title to the home;
- (4) Homes occupied under a lease-purchase agreement; and
- (5) A cooperative unit in which one or more family members hold membership shares in the cooperative

Home ownership excluding land: 24 CFR 982.628(b); 24 CFR 982.628(e) & 982.631(c)(3)  
Purchase of a home where family will not own fee title to the real property. Home ownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if: 1) The home is located on a permanent foundation; and 2) The family has the right to occupy the home site for at least forty years.

## **24.03 Determination of Family Eligibility**

Unless otherwise approved by HCR, any family to be considered for home ownership assistance must already be an eligible participant in the Housing Choice Voucher (HCV) rental assistance program in the LA's local program area for at least 12 consecutive months. The 12 consecutive month minimum may be waived or reduced for a port-in, or to address reasonable accommodation requests. Applicants may not be taken from the wait list. The individual or family must also be in compliance with all stated family obligations, and in good standing with the local program. If applicable, the family must have fully satisfied any repayment agreements.

If the family has filed for bankruptcy, no minimum waiting period is required to participate in the home ownership program. HCR will accept a lenders' determination, as it relates to whichever form of bankruptcy is filed, in order to participate in the home ownership program. HCR will consider mortgage loan financing provided it is insured or guaranteed by state or federal government and complies with secondary mortgage market underwriting requirements or complies with generally accepted private sector underwriting standards.

Although, Family Self Sufficiency (FSS) enrollment and/or completion is no longer required, it is highly recommended that Section 8 participants who are candidates for home ownership, but not

participants in the FSS program, be referred to comparable family development services to ensure viable and successful home ownership-ready families. This policy supersedes the FSS requirement included in the original application for participation in the Housing Choice Voucher Home Ownership Program.

LAs are responsible for all normal Section 8 eligibility determinations and for ensuring that families meet employment and minimum annual income requirements established by Federal program regulations. The minimum family income requirements are as follows:

1. For non-disabled individuals and families, HCR has adopted the federal minimum annual family income from full-time employment (not less than an average of 30 hours per week) at the federal minimum hourly wage X 2000 hours.
2. For elderly or disabled individuals or families, the employment requirement is waived.
  - a. However, the minimum family income for elderly must be from a stable source and equal the same dollar amount as 2000 hours multiplied by the current Federal Minimum Wage. For disabled households, the minimum income must be from a stable source (such as Social Security or pension benefits), with the minimum monthly SSI benefit standard for an individual living alone that conforms to the Social Security Administration guidelines published in January of each year.
  - b. Definition of Disabled Family: A disabled family for purpose of eligibility means a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live- in aides.
3. At the commencement of home ownership assistance, the minimum annual family income must be continuous for at least one year prior to application for a home owner- ship voucher.

The LA will use current minimum wage and current minimum disability incomes for all eligibility decisions. The local program manager may establish minimum income requirements which are higher than the HUD standard, subject to HCR approval, for either one or both types of families (disabled and non-disabled), based on factors such as local housing costs and/or the practices of local lenders.

However, families that do not meet the LA's higher minimum income requirement shall still be considered to meet the income requirement if:

- (1) the family meets all other applicable HUD eligibility requirements; and
- (2) the family can demonstrate that they have been pre-approved or pre-qualified for financing an amount sufficient to purchase decent, safe and sanitary housing of modest design in the LA's jurisdiction.

The LA will also be responsible for determining that families satisfy first-time homeowner requirements established by program regulations, and that they are "credit ready" and have not

defaulted on any mortgage used to purchase a home under the home ownership program. A family is not eligible if any family member at the time of default has previously received home ownership assistance and defaulted on a mortgage.

#### **24.04 Home Ownership Counseling**

Section 536:8 (y) of the Quality Housing and Work Responsibility Act of 1998 provides that a family must participate in and complete a home ownership and housing counseling program before commencement of Section 8 home ownership assistance. HCR's policy requires a minimum of 8 hours of home ownership education and housing counseling prior to home ownership, and a Certificate of Completion for same.

LAs will be responsible for providing pre-assistance and post-purchase counseling including:

- (1) Home maintenance;
- (2) Budgeting and money management;
- (3) Credit counseling;
- (4) How to negotiate the purchase price of a home;
- (5) How to obtain home ownership financing and loan preapprovals (including a description of types of financing that may be available);
- (6) How to find a home (including information about home ownership opportunities, schools, and transportation in the LA's jurisdiction);
- (7) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- (8) Information on fair housing (including fair housing lending and local fair housing enforcement agencies) and information about the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C.2601 *et seq.*); and
- (9) Information on State and Federal truth-in-lending laws and how to identify and avoid loans with oppressive terms and conditions.

Counseling must only be provided by a HUD-approved housing counseling agency, which may either be the LA or other qualified entity.

Before commencement of homeownership assistance, the participant(s) to be listed on the deed & mortgage must attend a pre-assistance counseling meeting, facilitated by the LA. The LA must document all attendees who complete the pre-screening counseling. The LA may determine the number of pre-assistance counseling sessions offered per calendar year but there



must be at least one available during each calendar year there is a new homeownership participant. The LA will outline the Section 8 Housing Choice Voucher Program Home Ownership requirements, provide information on any local grant opportunities and provide an opportunity for a question and answer session prior to the conclusion of the pre-assistance counseling meeting.

Within two years prior to purchasing a home, the individual or family must complete no less than 8 hours of home buyer education classes and housing counseling, and receive a certificate of completion. A copy of the certificate of completion must be submitted to the LA before proceeding to the next step in the home ownership process. A refresher session with a housing counselor will be required for any participant who has a certificate that is more than one year old.

Under no circumstances will HAP assistance be obligated or released for Section 8 home ownership prior to a client's completion of and receipt of an acceptable certificate of completion of housing counseling/home buyer education classes provided by a HUD certified counseling agency. In addition, assistance may not be given to families that have already purchased a home and have not attended a pre-purchase briefing and completed housing counseling/home buyer education classes provided by a HUD certified counseling agency.

#### **24.05 Home Inspections**

Two kinds of physical inspections are required in the home ownership program, in addition to and separate from any lender required inspections, both of which must be completed prior to release of HAP, and preferably before closing. They are:

- (1) an HQS inspection by the Local Administrator; and
- (2) an independent professional home inspection by an inspector used in the private market by home buyers.

The HQS inspection should be completed prior to the independent inspection to avoid unnecessary costs to the family. All major systems must be turned on and functional for the inspection; otherwise the inspection for those systems must be marked "inconclusive" and therefore, the inspection fails. These systems include heat, water, and electric services to be tested. A re-inspection must be scheduled once the systems are functional.

The independent professional inspector must be selected, hired and paid for by the family. A family's Family Self-Sufficiency (FSS) escrow account may be accessed for this purpose, if applicable. Home inspectors must have certification from the American Society of Home Inspectors or a similar national organization.

In instances where a family applies for and is eligible for a U. S. Department of Agriculture Rural Development (USDA-RD) single-family mortgage, the independent professional inspection required by USDA may also be used to satisfy the Section 8 independent professional inspection requirement. However, the person performing the inspection must be qualified to report on property conditions

including major building systems and components. The LA may disapprove the home or unit on the basis of either the HQS or the independent inspection report.

The HQS inspection performed by the LA will indicate the current physical condition of the unit and any repairs necessary to ensure that the unit is safe and habitable. The purpose of the independent home inspection is to identify any home defects and to assess the adequacy and life span of the major building components. The home must pass an initial HQS inspection before home ownership voucher assistance can be authorized. Any additional HQS inspections for subsequent years are at the option of the local program administrator.

#### **24.06 Determination of Home Ownership Assistance Levels**

HAP will begin only after the unit passes inspection. There are no partial month payments for home ownership. HAP begins the first of the month after the unit passes inspection. If a payment was due the first of the month, but the inspection passed too late in the month to be submitted for payment, a double month payment will be requested for the following month.

The LA will be responsible for determining the amount and distribution of the home ownership assistance to be provided on a family's behalf. If the family has satisfactorily met all Section 8 requirements of the home ownership process and has applied for the mortgage(s), the LA will provide the following information to the lender(s):

- the total gross rent;
- total tenant payment (TTP);
- the Payment Standard in effect at that time,; and
- the estimated housing assistance payment (HAP).

Lenders will be notified that these numbers are subject to change once the LA has the true mortgage, interest, taxes, and insurance payment values.

In determining the monthly home ownership expenses for purposes of calculating the monthly home ownership assistance payment, the LA must consider:

- the (PITI) principal, interest, taxes, insurance; condo/co-op fees or lot rent involving manufactured housing constructed in 1976 or later and affixed to a permanent foundation;
- principal and interest on debt incurred to finance major repairs;
- replacements or improvements for the home; utilities; and
- an allowance for routine maintenance and major repairs of not less than \$50 (\$25 each) and not more than \$100 (\$50 each).

The allowance for routine maintenance and major repairs will be used as a guideline by the family to establish savings/reserves for maintenance and/or repairs and replacement of major systems or appliances. While maintaining and tracking of this account is not statutory, it is highly recommended that the LA remind the family that this allowance should be saved in a separate savings account, should the need arise. When calculating utilities, use the lesser of the allowance

for the bedroom size the family is purchasing or the allowance for the bedroom size the family is eligible for.

Pursuant to program regulations, once home ownership assistance commences for the home or unit, the payment standard will never be less than the payment standard at the time home ownership payments begin.

The housing assistance payment may be made directly to the lender or the family. However, if any HAP payments are being made directly to the family and the family becomes delinquent in payments, the LA may make future HAP payments directly to the lender. The LA may also make payments directly to the lender at the lender's request. If this change is to be made, the lender must have capacity to accept payment from both the individual and Section 8 for the one mortgage payment.

Pursuant to program regulations, the LA will also be responsible for determining if a family is eligible for continued tenant-based assistance if the family wishes to move.

#### **24.07 Mortgage Financing and Down Payments**

HCR and the LA may not require the use of a specific lender. However, both HCR and the LA may require certain qualifications of potential lenders, and may establish prohibitions on certain forms of financing and terms. The home the family intends to purchase must be affordable. All mortgage funding proposals must be reviewed by HCR prior to closing for pre-approval. HCR or the LA may disapprove any proposed financing or refinancing if HCR, the LA or the housing counselor partner determines that the debt is unaffordable or the loan terms are oppressive.

Signatures will be obtained on all pertinent documents for all parties on the deed and the mortgage. The voucher holder must be on both.

Mortgage affordability will be determined by HCR pre-closing. The LAs are required to provide utility and maintenance/repair budgets to HCR as well as mortgage financing proposals and estimated closing costs. Mortgage financing affordability will be defined by the following debt-to-income ratios:

- (1) the front-end ratio (housing debt-to-income) should be no higher than 40%; and
- (2) the back-end ratio (all debt-to-income) should not exceed 45%.

This may be waived or modified upon application to HCR.

HCR and the LA require a minimum down payment that equals three percent of the sale price. The family contribution toward the down payment must be at least one percent of the sale price and come from the family's personal resources. An FSS escrow account may be used for this purpose, if applicable. If a family is utilizing a USDA-RD single family mortgage loan product, or similar government mortgage product, the down payment requirements may be changed or waived by the LA.

The mortgage loan financing used for the purchase of the home must meet one of the following criteria:

- provided, insured, or guaranteed by state or federal government;
- complies with secondary mortgage market underwriting requirements;
- complies with generally accepted private sector underwriting standards;
- adheres to the qualifying ratios defined above.

Lease-purchase agreements will be permitted, but only upon written application to HCR and written approval from HCR. If approved, participant will obtain a mortgage through a qualified financial institution. Examples of types of mortgage financing that will not be permitted are owner financing, interest-only loans, balloon payments, and adjustable rate mortgages.

Refinancing will be considered for positive outcomes (i.e.: lower interest rate, lower payment, capital improvement); however, the LA has the right to deny any request. **Cash outs of equity are not allowed.** Before refinancing, the home owner must receive authorization from the LA.

#### **24.08 Home Search**

The family is responsible for finding an eligible home or unit to purchase. The LA may establish time limits for a family to locate a home to purchase and to close on a home. The LA may not steer or restrict the family to certain sellers or neighborhoods.

A family may choose to purchase an eligible dwelling that is owned or substantially controlled by HCR or the LA, provided the family signs a written assurance acknowledging that the family is freely selecting the dwelling without pressure or steering. Also, under these circumstances, an independent agency must perform certain administrative functions such as the HQS inspection, review of the independent professional inspection report, review of contracts for sale, review of sales price and any HCR or LA-provided financing.

Under regulations, the LA must disapprove the seller if the seller has been debarred or suspended by either HCR or HUD from participation in any housing program.

Purchase of a home under the program using a special needs trust is not a permitted activity (24 CFR 982.625-643).

#### **24.09 Post-Purchase Activities**

LAs will be responsible for establishing such post-purchase monitoring and counseling procedures as may be necessary to ensure that families do not risk mortgage delinquency or default. Ongoing monitoring and counseling should include basic home maintenance guidance and post-purchase budgeting.

The topics to be covered in post-purchase counseling may include but are not limited to:

- home maintenance;
- managing debt after home ownership occurs;

- protecting your assets;
- investing in your future;
- building wealth;
- record keeping;
- energy efficiency;
- home safety and security;
- preventive maintenance;
- basic home repair;
- improvements to increase the home's value;
- working with a contractor;
- landscaping;
- taxes; and
- insurance.

The following documentation must be provided to HCR within 30 days after closing:

- The last rental 50058
- The first homeowner 50058
- A copy of the closing disclosure
- A completed Home Ownership Survey
- 2 signed releases of information: Photography and General Information Releases for each homeowner
- Digital photos of the homes and/or homeowners for use on the agency website (if available).

Copies of the Home Ownership Survey, Photography and General Information Release forms are located on the LA SharePoint site. Failure to provide the information listed above within 30 days of closing will result in forfeiture of the Special Admin Fee. In the event of non-compliance, consideration will be given on a case-by-case basis, provided that the LA contact HCR prior to the 30-day conformation period.

Compensation will be authorized for draw down quarterly (4x per year) after HCR receives the closing documentation listed above. Payments will be issued as follows: on 1/1, 4/1, 7/1 & 10/1 of each calendar year. Documentation submitted for a closing during the last month of each quarter should be received by HCR no later than the 14<sup>th</sup> of that month to be included in that quarterly payment (i.e., documentation received on 12/14 will be included in the 1/1 payment, documentation received on 12/15 would be included in the 4/1 payment). Compensation to the LAs relating to closings will be realized on the following tier-level basis:

1 closing in the month	\$750.00
2 closings in the month	\$1,000.00 per closing
3+ closings in the month	\$1,500.00 per closing

#### **24.10 Portability**

Section 8 Housing Choice Voucher (HCV) regulations provide a portability feature after an initial lease up of one year. Families who are determined eligible for the home ownership program and are in good standing with the initial PHA, may port out of the LA's jurisdiction to anywhere in the US for home ownership, as long as the receiving PHA administers a Section 8 home ownership program and is accepting new families into its program. If the receiving PHA does not administer a home ownership program, HCR, through an MOU with the receiving PHA, can continue to administer this home ownership voucher in the new jurisdiction. HCR's rule that participants must be a Section 8 participant in their local program area for one year may be waived for port-ins at the LA's discretion. If a family wishes to relocate from one LA's jurisdiction to another LA's jurisdiction within HCR's PHA Statewide Network, it is considered a transfer, not a port-in.

Operating within HUD guidelines and available budget authority, HCR's intention is to expand home ownership opportunities throughout New York State, with a special emphasis on reaching out to communities and PHAs outside our local Administrator network that do not operate a home ownership program. The location of the unit determines the payment standard to be used for HAP calculations. SS8 Notice 2010-13, dated May 10, 2010, contains guidance on port-ins from PHAs outside our local administrator network that do not operate a home ownership program.

#### **24.11 Length and Continuation of Assistance**

Section 8 assistance will only be provided for the period in which the family resides- in the home. The maximum length of time a non-elderly, non-disabled family may receive home ownership assistance is 15 years if the mortgage has a term of at least 20 years. There is a 10 year time limit for home ownership voucher assistance for mortgages less than 20 years. There are no time limits for elderly and disabled families.

A home ownership family may purchase another home with Section 8 assistance provided there is no mortgage loan default and the family is in compliance with the Statement of Homeowner Obligations (HUD Form 52649). However, the maximum 15 year term of assistance for non-elderly, non-disabled families is cumulative between the two purchases.

In some cases, the gross home ownership expenses are less than gross rental expenses, or the family has an increase in income causing a zero HAP calculation. The family will remain at zero HAP, but will stay in active status for up to six months. At the end of the six months the family will be terminated from the program. In cases where the family encounters catastrophic circumstances after voluntary or involuntary termination, requests for reinstatement to avoid foreclosure or default will be considered on a case-by-case basis. These requests must be submitted for prior HCR approval.

A family may revert to rental from home ownership if they are in good standing with the PHA; however, the family must first sell the home. Rental HAP cannot be dispensed as long as the family owns the home and is eligible for and receiving HAP toward their mortgage.

In addition, any profit from the sale of the home must be reported as income that year and considered in calculating rental benefits.

**24.12 Home Ownership Option 10 year Asset Exclusion: (Reference 24CFR 5.603(b) Net Family Assets**

For the purpose of determining a family's income, the home purchased under the HCV program is exempt from being counted as an asset for the first ten (10) years after the closing date.

Once the family has reached the 10 year anniversary of their closing, the annual income must include either the actual income derived from the net family assets, or a percentage of the value of such assets based on the current passbook savings rate established by HUD.

This income is based on the equity of the home each year. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets. The market value is the price a buyer would pay to a seller for a property in its present condition. The market value can be determined by a sales comparison method or the tax assessor's market value method.

However, **Local Administrators are required to use the tax assessor's value to determine the market value of the home.** In addition, the reasonable costs for converting to cash must also be deducted from the equity. Accordingly, the Net Cash Value must be determined as follows:

1. Market Value – Loan (Mortgage)=Equity
  - The market value will be obtained by reviewing the local assessment roll or the owner's most recent property tax bill.
  - The monthly mortgage statement of the participant will usually contain information pertaining to the loan balance or payoff amount for the loan. LAs should first try to use the payoff amount for the loan. If the only information available is the loan balance, the LA may deduct that amount from the market value
2. Equity – Expenses to convert to cash= Net Cash Value
  - To calculate the cost to convert the asset to cash, Local Administrators will use HUD's Safe Harbor percentage of 10% of the market value of the home. However, if the home is sold, the actual costs (expense) must be used in the calculation.
  - If Net Cash Value is zero or a negative number, no adjustment to net family assets should be made.

**24.13 Recapture Provisions and Re-Sales**

There are no recapture provisions for the monthly housing choice voucher assistance in the Home Ownership Voucher Program. Upon sale of the home and if still eligible, a family may move and utilize its voucher for either rental assistance or home ownership assistance. If home ownership assistance is chosen, then the term limits remain in effect and the family will be entitled to utilize

the remaining term. With regard to the payment standard and sale of the home, voucher rules covering relocation become effective. During this time the payment standard and voucher size will be adjusted to accommodate the family size or composition.

A family may sell its home, move to another jurisdiction, and continue with home ownership assistance if:

- (1) the new jurisdiction is operating a home ownership program and accepting new families; or
- (2) HCR, through an MOU, continues to administer the voucher in the new jurisdiction.

#### **24.14 Defaults**

If a family in the Home Ownership Program defaults on **any** mortgage loan, the family must be terminated from home ownership assistance, and the family will not be permitted to use the home ownership voucher to purchase another house. If the LA can justify allowing the family to revert back to rental assistance from this default situation, a letter requesting approval must be submitted to HCR. Rental assistance may not be released until approval is granted by HCR.

#### **24.15 Family Obligations**

Before commencement of home ownership assistance, the family must sign HUD Form 52649, Statement of Homeowner Obligations.

**Note:** Prior to closing, the participant will be required to provide proof that the rental unit they are vacating is in good condition (i.e., letter from the landlord).

To continue to receive home ownership assistance, a family must comply with the following family obligations. Failure to comply may result in termination:

- (1) The family must leave their current rental unit in good condition before moving into the home ownership program.
- (2) The family must comply with the terms of any mortgage which secures the debt used to purchase the home, and any refinancing of such debt; under refinancing, no cash-outs are allowed.
- (3) During the time the family is receiving home ownership assistance; the family may not sell, convey or transfer any interest in the home to any entity or person.  
Further, the family must maintain the home as their principal residence for the period of time the family is receiving the assistance. Subletting or leasing the home is not permitted.



- (4) The family must supply required information regarding income and family composition on an annual basis in order to calculate the appropriate TTP and HAP during the term of home ownership assistance.
- (5) The family must immediately notify the LA if household income decreases and must provide all information necessary to complete an interim recertification.
- (6) The family must provide information on the following: any mortgage or other debt used to purchase the home and any refinancing of such debt; any satisfaction or payment of mortgage debt; any sale or other transfer of any interest in the home; and the family's home ownership expenses. The family will sign an authorization allowing the LA and all lenders holding mortgages to the family's home to disclose to each other, information as it pertains to the mortgage application and other records which each party may require.
- (7) The family must immediately notify the LA if the family becomes delinquent and/or defaults on a mortgage, securing any debt incurred to purchase the home, and must agree to work with the LA's housing counselors to work out terms for becoming current, or other acceptable loss mitigation work-out plans.
- (8) At annual recertification, the family must document to the satisfaction of the LA that the family is current on mortgage, insurance, taxes, utility payments, co- operative fees, condominium fees, and/or land-lease payments, if applicable. Monitoring of replacement/reserve accounts is not statutory, but is highly recommended.
- (9) As required by the LA, the family must participate in ongoing post purchase counseling and/or attend other courses related to home ownership.
- (10) The family must promptly notify the LA in writing of the birth, adoption or court-awarded custody of a child, or the presence of a live-in-aide.
- (11) The family must allow the LA to inspect the house at reasonable times and after reasonable notice.
- (12) Loss of employment: If a family loses a full-time job, the minimum family share will be set at \$50.00 per month. The family must attend post-purchase counseling if available. The LA will also perform interim recertifications on a monthly basis in order to confirm the family is seeking full time employment.

#### **24.16 Termination**

As per CFR 24 982.638, Section 8 Home Ownership Assistance may be denied or terminated based on CFR24 Sections 982.551, 982,552, and 982.633 and for Mortgage Default. Please see aforementioned documents for complete listing.

1. The family must use the home for their sole residence, have no residents in the home other than reported family members, and must not sublet the whole or any portion of the home.

2. Participants must abide by the HAP contract, the Mortgage Contract, the Statement of Family Obligations.
3. The family must submit any documentation and /or information requested by the PHA in a timely manner. All information must be true and accurate.
4. The family must not default on the mortgage.
5. The family will repay monies owed to the PHA as per a repayment agreement.
6. The family must not commit fraud.
7. The family must not be absent from the unit for more than 30 days. See Section 11.0 of the Administrative plan for more info on absence. Total authorized absence will not exceed 180 days.
8. No family member may be involved in any drug related or other criminal activity.

#### **24.17 Family Self-Sufficiency (FSS) and Home Ownership**

A Section 8 head of household that is currently participating in an FSS program may, during the term of its FSS contract, pursue home ownership and utilize his/her voucher assistance for home ownership purposes (in conjunction with this or any other local, state or federal home ownership program). If home ownership occurs, the family may use up to 90% of their escrow account funds toward expenses incurred in the purchase, and may also continue after the purchase.

The new homeowner must be exited from FSS (graduation or other exit) once the voucher is being used for homeownership. **See Section 24.09 for topics that may be covered under post-purchase counseling.**

#### **24.18 File Documents for Audit Trail**

The following is a list of file documents that should be in each HCV Home Ownership file to maintain a clear audit trail for each Section 8 home owner.

1. Any required authorizations signed by the head of household; include prequalification application, releases of information, signed statement never defaulted on a mortgage under Section 8 Assistance, and any proofs of eligibility (full time employment for a year, minimum required income, disability letter (if disabled))
2. Copy of waivers granted, if applicable (i.e., reasonable accommodation for disabled head of household or family member)

3. Voucher & signed Statement of Family Obligations (signed)(HUD Form 52649)
4. Certificate of Completion of Home Ownership Counseling courses
5. Credit Report(s) or confirmation of Credit Score
6. Worksheet estimating HAP for Home Ownership or notes to file either on separate sheet of paper or on a copy of the 50058 (Note: you may use the short calculation for home ownership function in the Power Builder computer system as a resource)
7. Copy of Mortgage Commitment Letter
8. Copy of executed Contract of Sale (must include Contract Contingency Statement).
9. Signed Statement from seller that he/she is not debarred from participating in any HUD program – if you cannot obtain this, you must have documentation in your client files to explain why you don't have it.
10. Prior to closing: Statement from the landlord confirming that the participant is in good standing, and the apartment being vacated is in good condition (at least as good condition as when it was rented barring normal wear and tear, and that the rent is current).
11. HQS Inspection report & Professional inspection report (include work scope and bids on work for rehab/repair if applicable). Note: if using USDA as the mortgage lender, you may use the independent Professional Inspection to satisfy both USDA and HUD requirements for Professional Inspection.
12. HUD 50058 - Family Report - one before home ownership and one after home ownership occurs
13. Copy of Deed (or Cooperative Shares, if applicable)
14. Mortgage document (as proof of competitive interest rate & terms)
15. Proof of family contribution toward 3% down payment (1% when applicable) was from their personal resources (if the mortgage product used required down payment)
16. Copy of the completed after purchase Home Ownership Survey
17. Any and all correspondence (letters, emails, faxes) regarding issues with the closing from start to finish.
18. **Optional:** Photo of Home purchased (digital format preferred) plus (signed)

release/permission form to use photo and/or other closing information.

### ***Section 24.18.01 Annual Recertification Documents Required in Home Ownership Files***

Proof of:

1. Income and family composition
2. \*Home Owners Insurance Policy or declaration page
3. Mortgage is current
4. \*Taxes are current (i.e.: school, property, etc.)
5. Utilities are current
6. (If co-op or condo) payment of operating charges, maintenance fees or special assessments are current

NOTE: \*If taxes and insurance are escrowed by the lender, the bank's escrow summary report will satisfy these requirements.

### **24.19 Re-enrollment in the Home Ownership Program**

Housing Choice Voucher participants going through the home ownership process have the right at any time during the process to withdraw from the home ownership program without purchasing a home. This decision does not affect the status of the participant's housing choice voucher. If the family has already signed a contract for sale, they may cancel the contract for purchase (subject to the terms of the contract).

Although there is no limit to the number of times a family may attempt to purchase a home, the participant's Housing Counseling/Homebuyer Education Certificate expires after two years. If the family is not under signed contract for sale at the expiration of the certificate, they will be exited from the home ownership program and there will be a two- year waiting period before the family is eligible to re-enroll.

The Home Ownership Coordinator should conduct a follow-up review to determine the reason(s) for the participant's withdrawal from their program and document the reason(s) in the participant's folder. If a family expresses interest in purchasing again during the two-year waiting period, they should be instructed to re-review their housing counseling/homebuyer education resources in order to reevaluate possible issues that may affect their home ownership readiness at the end of the two-year waiting period.

The two-year waiting period may be waived by the local Home Ownership Coordinator under the following circumstances:

- the LA determines that the participant's decision(s) not to purchase at the time was justified, and
- the LA determines that the participant is currently prepared to purchase and that the waiver will benefit the participant in achieving his/her homeownership goals.

However, the returning participant would be required to enroll as a “new” participant, which would include the repetition and successful completion of all homeownership program requirements and the Housing Counseling/Homebuyer Education certification prior to purchase.

## **Section 25.0 PROJECT-BASED VOUCHER PROGRAM**

The Section 8 Project-Based Voucher (PBV) program is a component of the Statewide Section 8 Housing Choice Voucher (HCV) program and provides long-term project-based rental assistance contracts for very low and extremely low-income households. Unlike tenant-based assistance where the assisted unit is selected by the family, rental assistance is paid only for contracted units in specific housing developments under the PBV program.

The PBV program is discretionary and allows HCR to contract up to 20 percent of its total HCV budget authority for the use of project-based voucher assistance by means of Housing Assistance Payments (HAP) contracts. Unlike the Tenant-Based Voucher (TBV) Program, PBV subsidies are attached to specific units in specific projects for the term of the Housing Assistance Payments (HAP) contract. They can be used for newly constructed properties or rehabilitated units or for units in existing buildings.

This section pertains to LAs with current project-based developments or LAs that have been approved for project-basing of vouchers. All LAs should fully familiarize themselves with Project-Based Voucher Program, Final Rule (24 CFR Part 983) issued October 13, 2005 and the Housing and Economic Recovery Act of 2008 (HERA) as enacted July 30, 2008 and further established June 25, 2014 and the Housing Opportunity Through Modernization Act of 2016 (HOTMA).

### **25.01 PBV Contract Selection**

HCR will set aside a certain number of vouchers each year to be made available as Project Based Vouchers (“PBVs”), not to exceed the aggregate limit for the program as set forth by HUD regulations. Unless otherwise specified, PBVs will be made available through a competitive process such as a Request for Proposals (“RFP”). Projects selected will comply with all HUD requirements in 24 CFR Part 983. HCR seeks to leverage PBVs with other state and federal affordable housing resources. As such, PBVs may be made available as part of the agency’s annual Unified Funding (“UF”) round, the Multi-Family Open Window RFP, or another competitive selection process as determined appropriate by the agency. Interested parties will be notified of the opportunity to request PBVs through publication of the RFP on the Agency’s web site and one or more of the following methods: 1) Publication of a notice in the New York State Register or another publication of general circulation; 2) Targeted outreach to potential applicants through email, technical assistance workshops, etc.; 3) Other methods as determined appropriate by HCR. HCR will evaluate proposals on a competitive basis as provided in pertinent program statute and regulations and for consistency with the goals and objectives set forth in the RFP. Among other factors, selection will be based on a project’s ability to meet local housing needs and/or its consistency with State or regional strategies to assist underserved communities, expand housing opportunities and deconcentrate poverty. Evaluation factors may also include a project’s consistency with relevant state, local or regional planning documents. Where PBVs are leveraged with other federal and state development financing sources, staff in HCR’s Office of Finance and Development will take a lead role in evaluating the appropriate level of subsidy, connecting with other internal HCR units to coordinate timely compliance

reviews for Section 3, MWBE, environmental, etc. and executing contract documents as required. LAs will be responsible for administering all PBVs assigned to them by HCR.

Funding applications initially received in response to a previously issued competitive selection RFP may also be considered for project-based voucher awards as long as the proposed project's application was received within three years of the initial PBV proposal date, was selected in accordance with the competitive selection process and did not previously involve consideration to receive PBV assistance.

For questions received regarding the Unified Funding process, please refer any prospective applicants to the following link to review HCR's available resources and application process: <https://hcr.ny.gov/funding-opportunities>

### ***25.01.01 Single-Stage and Multi-Stage Contracts***

All PBV contracts will be executed as a single stage project (where all contracted units are leased up at the same time) unless the project sponsor at the time of application seeks to lease units incrementally (multi-stage project). Multi-stage contracts may only be requested for projects with more than one building or where a building is five (5) stories or greater. Project sponsors who request a contract to be considered for multi-stage must provide a timeline as part of their application. That timeline shall include approximate lease up times for a maximum of three (3) stages and a minimum of three (3) vouchers in each stage. Each stage must be at least 30 days apart. HAP payments to owners may take up to 60 days from the initial request for each stage. All requests subject to review and approval.

### **25.02 Deconcentration of Poverty/Expanding Housing Opportunities Standards**

As part of HCR's commitment to assist underserved communities, expand housing opportunities and deconcentrate poverty, all applications that include PBVs as a part of their request for funding are reviewed for site selection eligibility. These eligibility reviews are conducted in accordance with Section 983.57(b)(1) of PBV regulations and this Administrative Plan to determine the extent to which a project supports the deconcentration of poverty and expanding housing and economic opportunities as part of their proposal.

The PBV eligibility review is conducted using data derived from local and census tract demographics and is performed on all PBV applications with consideration of the following: current poverty levels as well as changes in the level of poverty over the past five years in an application area; the availability of similarly assisted units in the project area, whether they are sufficient to support the current need and if their availability is likely to increase or decline in the future; the availability of professional, social and/or economic advancement opportunities within the census tract; and any additional public/private dollars currently invested (or to be invested) in the area for purposes of achieving the same goals.

HCR will not select a proposal for existing, newly constructed, or rehabilitated PBV housing or enter into an AHAP contract or HAP contract for PBV units unless HCR has determined that PBV assistance is consistent with these goals.

### **25.03 HAP Term**

The term of the PBV HAP contract can be no less than one (1) year and no more than twenty (20) years. While the term of all PBV HAP contracts will be reviewed on a case- by-case basis within HCR policy and HUD parameters, in most cases the initial term will be twenty (20) years.

HCR will consider and may agree to enter into an extension of the HAP contract prior to expiration of the initial contract term if it is determined an extension is appropriate to continue providing eligible families needed affordable housing opportunities.

The LA is responsible for making housing assistance payments to the owner on behalf of a family and only in accordance with a successfully executed HAP contract. Payment of the tenant's portion of the rent is the responsibility of the family. The LA is not responsible for paying any part of the tenant's portion of the rent, or for paying any other claim by the owner against a family.

### **25.04 HAP Contract Amendments (Unit Substitution/Addition/Removal)**

#### ***25.04.01 Unit Substitution***

Since PBV assistance is assigned to specific units throughout the duration of a project's HAP contract term, HCR may consider unit substitutions by means of a contract amendment in situations only where a reasonable accommodation is needed. In order to be considered, the substituted unit must be located within the same project, have the same number of bedrooms, be HQS compliant and meet the same PBV requirements as the previously covered contract unit. Should HCR approve the requested substitution, the LA must inspect and pass the proposed unit prior to assistance being transferred.

Exception: Should a unit under contract at a project become vacant *and* the next available applicant on that project's site-specific waiting list is a current occupant in an unassisted unit within the same project, a unit substitution will be considered providing the replacement unit has the same number of bedrooms, is HQS compliant and meets the same PBV requirements as the covered unit.

#### ***25.04.02 Unit Addition***

A request to amend the HAP contract by adding PBV units may only be considered during the three-year period following the execution date of a project's contract. HCR, at its sole discretion, will consider amending the HAP contract to accommodate additional PBV units under the following general circumstances: a sudden housing shortage caused by a disaster or other loss of housing units, an influx of displaced families, or if an inordinately high percentage



of voucher-holders are unable to find housing prior to the expiration of their voucher (taking into consideration all approved extensions).

Although a new PBV request for proposal is not required, any amendment to a HAP contract is subject to all applicable PBV requirements. Units approved to be added to a HAP contract must use the anniversary and expiration date of the existing contract.

### **25.04.03 Unit Removal**

If, while occupying a PBV unit, a family's portion of the rent exceeds the rent to owner and the family goes to "zero HAP" for a period of 180 days, the unit must be removed from the PBV HAP contract. At such time the LA must notify HCR to amend the contract accordingly. This action does not prohibit the tenant from remaining in the unit in accordance with the terms of their lease.

Once the ineligible family vacates the unit (or gives written notice they intend to vacate), the unit must be reinstated to the PBV contract. The LA must notify HCR of the requested reinstatement and begin to refer eligible applicants from the project's site-specific waiting list in accordance with HCR's Administrative Plan. If notice from the project entity is not received and the unit is filled in violation of the established PBV leasing requirements (as found in CFR 983.253(a)(1)), the unit will be permanently removed from the contract.

The anniversary and expiration dates of the HAP contract for the reinstated unit remains the same as it was when it was originally placed under the HAP contract.

### **25.05 Selection of Families from the Waiting List for Project-Based Units**

Local Administrators who have Project-Based Voucher (PBV) developments in their operating areas are required to maintain individual waiting lists for each PBV development. PBV waiting lists will be established by canvassing the LA's current tenant-based waiting list, accepting owner referrals and by conducting community outreach as needed, taking into consideration the type of development (i.e., family, elderly/disabled) and/or bedroom sizes. Canvassing the general waiting list may be accomplished through individual applicant notification, advertising through local and minority newspapers and the internet, local postings at post offices, libraries, and community centers, or an outreach to social service organizations that have been identified as serving the same clientele that will be occupying the PBV units.

Applicants will be permitted to apply for any/all PBV waiting list(s) within the LA's jurisdiction, and can maintain positions on both the tenant-based and PBV waiting lists at the same time. Placement on a waiting list will be based on the date and time the application/referral is received by the LA for each specific waiting list. HCR's automated Section 8 Housing Choice Voucher System (SHCVS) has been modified to allow for the implementation of multiple waiting lists.

As vacancies occur in a project-based development, it is the LA's responsibility to refer eligible families (based on HCV program criteria) to vacant units from the specific PBV waiting list

for that project. **Regulations require all persons selected for PBV assistance must be selected from HCR's site-specific waiting list.** Communication between the LA and project management should be maintained in order to facilitate the rental process.

If a family is rejected by a project during the project's screening process, the family must be advised in writing that they have 60 days in which to resolve the reason for the rejection. If the issues are resolved, the family must be allowed to remain at the top of that site's waiting list. If, after the 60 days has transpired the reason for the rejection is unresolved, the family goes to the bottom of the site-specific wait list. Once the family is referred and rejected by the project a second time, they will have another 60-day timeframe in which to resolve the issue(s). At that time, if after 60 days the reason for rejection goes unresolved, the family is considered ineligible for that project's waiting list and notified accordingly. Applicants may re-apply for the site-specific waiting list based on their re-application time/date. Such rejection does not affect the family's position on the LA's waiting list for tenant-based assistance.

All eligible applicants may remain in place on the site-specific waiting list if they decline two opportunities for PBV assistance at the property. Once a third opportunity is declined, the applicant is removed from the PBV site-specific waiting list. Applicants may re-apply for the site-specific waiting list based on their re-application time/date. Such declination does not affect the family's position on the LA's waiting list for tenant-based assistance.

HCR will open and close the site-based waiting lists pursuant to the procedures outlined in Section 1.0 of this Administrative Plan.

#### **25.05.01 Preferences**

No additional local preferences have been established for selection of families admitted for project-based voucher assistance.

**Exception:** Any current or future PBV contract executed in a Mitchell-Lama (interest reduction program)/236 rental subsidy project must provide any eligible veteran who applies to a project's site-specific waiting list (or their surviving spouse), who served on active duty in time of war, as defined in Section 85 of the Civil Service Law, and resides in New York State, absolute preference and be referred to the next available appropriately sized unit.

#### **25.06 Tenant Screening**

As provided for in Section 983.255 of PBV regulations, HCR as PHA is authorized to establish a policy to engage in applicant screening as further defined in Section 1.08 of this Administrative Plan. Applicant screening for purposes of determining suitability for occupancy is the responsibility of the project owner and must be conducted in conjunction with the project's approved affirmative fair housing marketing plan and should not be confused with HCR's responsibility as PHA to determine PBV eligibility.

#### **25.07 HOS/Inspections**

HCR will ensure PBV units are in accordance with the Housing Quality Standards (HQS) found at 24 CFR 983.101, 982.401 and this Administrative Plan. Unit inspections will be conducted in accordance with requirements found at 24 CFR 983.103.

#### ***25.07.01 New/Turnover, Annual and Special Inspections***

- New: All units must fully comply with HQS standards prior to executing a PBV HAP contract.
- Turnover: At turnover, the LA must inspect and pass each vacated unit before providing assistance to a new family.
- Annual Inspections. The LA must inspect, by way of random sample, at least 20% of the contract units in each project on an annual basis to ensure the units are maintained in accordance with HQS regulations. Turnover inspections may not be counted towards meeting the required 20%. If more than 20% of the inspected units fail inspection, the LA must re-inspect **all** units in the building.
- Special Inspections: The LA will inspect units per request by participant/tenant as needed to ensure contracted units comply with HQS.

LA owned units shall be inspected by an independent third party as approved by HCR. PHA- owned units shall be inspected by an independent third party approved by HUD.

#### **25.08 Over-Housed, Under-Housed and Accessible Units**

In accordance with Section 983.260 of PBV regulations, a family in the Project-Based Voucher Program must occupy an appropriately sized unit as defined in Section 10.0 of this Administrative Plan. If a family is occupying a wrong-sized unit (and there has not been a reasonable accommodation granted) the LA must notify the family and project owner within 30 days of its determination the requirement to move and offer of continued assistance under the program.

If one family is occupying a unit with accessibility features they do not require and another family on the wait list is need of a unit with these features, the LA must notify the family currently occupying the unit within 30 days of its determination the requirement to move and offer of continued assistance in a unit not designated as accessible under the program.

Continued assistance is defined as the following, in preferential order:

- 1) PBV assistance in an appropriate-sized and/or non-designated accessible unit under contract within the same project;
- 2) Next available tenant-based voucher assistance.

When the LA offers the family project assistance, the family will be given a reasonable timeframe to move, however, not to exceed 180 days from the date the family is notified. The LA may grant extensions if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a member of the household or as a reasonable accommodation. The extension (and justification) must be documented and placed in the file.

If a tenant-based voucher is issued, the family must follow the same guidance, policies and procedures for reasonable timeframes and extensions as required under tenant-based voucher assistance.

If the family does not accept the offer for continued assistance, does not move out of the PBV unit within a reasonable time as determined by the PHA or both, the PHA must terminate the HAP payments for the wrong-sized unit at the expiration of the voucher issued to the family (if applicable) or reasonable timeframe as determined by the PHA. **If three (3) years has transpired since the execution of the PBV HAP contract, the unit must be permanently removed from the contract.**

#### **25.09 Vacancy Payments**

As provided for in Section 983.352 of PBV regulations, it is the sole election of the PHA whether or not vacancy payments will be provided. HCR's policy does NOT provide for vacancy payments. This decision applies to all current and future PBV contracts and will be indicated by striking the discretionary vacancy payment language within the HAP Contract.

#### **25.10 Project Cap**

While there is currently no limitation on the number of PBV units contracted per project, should assistance for the number of units designated as PBV exceed the greater of 25 units or 25% of the total number of units for that project (50% for PBV contracts converted under the Rental Assistance Demonstration (RAD) Program), there must be an established agreement to provide supportive services to those families that exceed the greater of 25 units or 25% (50% for PBV contracts converted under RAD) threshold cap. *(See 25.11 for PBV's Supportive Service Requirements)*

It is the responsibility of the project sponsor/management to either: (1) directly provide Supportive Services requirements or, (2) contract with an entity acceptable to HCR who will be responsible for ensuring fulfillment of required supportive services.

PBV units will be excepted from the 25 units or 25% per project cap if they are specifically earmarked for qualified families. Qualified families are elderly families or families already receiving supportive services.

*(This clause applies only to those contracts initially executed prior to April 18, 2017)*

*If a family residing in a unit excepted because of supportive services fails to comply with any of the supportive service requirements, the family's assistance will be terminated in accordance with HUD requirements and may also be subject to eviction.*

## **25.11 Supportive Service Requirements**

In fulfilling the requirement for those units exceeding the 25 units or 25% threshold cap, the purpose of PBV supportive services is to create an opportunity for families receiving Section 8 rental assistance to improve and develop their ability to increase employment opportunities and enhance the life skills needed to become self-sufficient. This is accomplished by combining Section 8 rental assistance, case management, and the coordination of services to help participating households achieve economic self-sufficiency as well as financial fitness, and maintain a lifestyle independent of public assistance. Supportive services families are offered a variety of ways to learn new skills, enhance existing talents and meet people who share similar goals for themselves and their families.

The project sponsor/management is responsible for providing a Supportive Services Coordinator. The Coordinator may be HCR's Local Administrator or one of the project sponsors choosing providing the entity chosen outlines a plan that fulfills the supportive service obligations as set forth in this Administrative plan. Service provider plans must be submitted to, and approved by NYS HCR and the Local Administrator prior to execution of the HAP Contract.

The "excepted" families receiving Project-Based Voucher rental assistance must meet with the local Supportive Services Coordinator to review the program participation requirements and the Contract of Participation (COP). Individual Training and Services Plans (ITSPs) are developed to identify and establish participant goals. ITSP contracts must be entered into a minimum of three (3) years and may include participation of any member but must include participation of at least the head of household. Participating families are required to play a part in ongoing case management to assist them in identifying and addressing obstacles, identifying resources, and ultimately achieving their self-identified goals. The ITSP may be amended during the term of the COP.

### ***25.11.01 Requirements***

To be eligible for this exception, a family must be eligible for services in at least one of the categories listed in the ITSP and the project must offer services to all assisted families services:

- Child care
- Education
- Job training and employment counseling
- Transportation (for job training, skills training, counseling or education only)
- Substance/alcohol abuse treatment or counseling
- Household skill training
- Homeownership counseling

*(This clause applies only to those contracts initially executed prior to April 18, 2017)*

**The household is obligated to participate in this service program as a condition of participation in the PBV program. As a requirement for graduation and service exception, each participant must complete a minimum of three (3) goals as highlighted in their ITSP (as chosen from any one or more approved category), and participate for a minimum of three (3) years. Failure by the household to meet its service obligation without good cause will require termination of PBV assistance.**

The owner may not require the tenant to pay charges for any supportive services required for compliance with the PBV cap.

#### ***25.11.02 Compliance Monitoring***

The project management will be responsible for regularly monitoring the supportive services requirements for the excepted units and must submit to the NYS HCR Local

Administrator, at least annually, a report listing the families, the types of services provided and accessed, and the frequency of that access. In addition, periodic progress will be monitored by the project jurisdiction's NYS HCR Local Administrator and by means of Statewide Section 8 Program Representatives during execution of SEMAP audits.

#### **25.12 Determination and Redetermination of Rent**

HCR will not approve and the owner may not receive any increase in rent until and unless the owner has complied with all requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

(A) HCR will redetermine the rent to owner:

(1) Upon the owner's request (only at the annual anniversary of the HAP contract);

(2) When there is a ten percent or greater decrease in the published FMR in accordance with §983.301&§983.302; or

(3) Should the current rent to owner, as a result of a drop in the FMR as determined and published annually by HUD, exceed 110% of the fair market rent for each applicable unit bedroom size.

#### **Use of SAFMR in PBV's**

As indicated in Section 16 of this Administrative Plan, HCR reserves the right to employ SAFMR's within the Housing Choice Voucher program, including PBV's. As such, HCR

designates the use of Small Area Fair Market Rents (SAFMR's) for PBV units within its jurisdiction, as applicable. HCR will maintain a list of locations employing SAFMR's while following the requirements outlined in HUD guidance and PIH notices to effectively implement SAFMRs. If contract rents increase as a result of the use of SAFMR's, the rent increase may not be effective until the first anniversary of the HAP contract.

### ***25.12.01 Rent Increase Request Process***

The owner must submit a rent increase request in writing, which must be received no less than 60 days prior to the annual anniversary of the HAP contract to be effective at the start of the HAP contract anniversary.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. Any adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

If a rent increase request is received between 14 and 60 days prior to the HAP contract anniversary date, the rent may be approved for the contract anniversary date but will not be implemented until the first day of the month following the 60 day timeframe after receipt of the owner's request. Any request received after this period will not be considered until the following annual anniversary.

The approved rent must be the lesser of:

- (1) 110 percent of the applicable fair market rent for the unit bedroom size;
- (2) The reasonable rent; OR
- (3) The rent requested by the owner.

In addition to the rent limits detailed above, additional restrictions apply as follows:

- 1) Rents for units assisted under the HOME program may not exceed those rents established for the HOME program;
- 2) Rents for units in a HUD Section 236 insured or non-insured project, a HUD Section 221(d)(3) project or a Rural Development Section 515 project may not exceed the Basic Rent as determined in accordance with those federal programs.

Any rent adjustment approved by HCR constitutes an amendment of the rent to owner specified in the HAP contract.

## **Section 26.0: ENHANCED VOUCHER ASSISTANCE**

All provisions of the Housing Choice Voucher Program apply to Enhanced Voucher Assistance, except as indicated below.

Enhanced Vouchers (EVs) are used to preserve housing units that might otherwise be lost due to housing conversion actions such as mortgage prepayments, project-based opt-outs or other HUD initiated actions. Enhanced voucher assistance, also known as “sticky” or conversion vouchers, applies only if the voucher holder stays in the conversion project. If the family moves outside of the development at any time after receiving enhanced voucher assistance, the voucher reverts to a regular voucher and those program rules and payment standards apply.

### **26.01 Eligibility**

As stated above, enhanced vouchers assist families living in projects for which the owner has engaged in a HUD initiated housing conversion action. In those cases, HUD provides EVs to income eligible families occupying eligible units on the conversion date to preserve the affordability of those existing residential units. The number of eligible units, as determined by HUD, is based on the number of units being assisted under the former multi-family housing program. That is, the number of units converted to enhanced voucher assistance is based only on the number of units directly impacted by the housing conversion, which may or may not be the total number of units within the project.

To obtain an EV, an eligible family must be residing in the project on the date of the conversion. The conversion date is identified as either the contract expiration date or effective date of the mortgage prepayment or voluntary termination of the mortgage insurance. The family must also be established as eligible for the housing choice voucher program in accordance with a modified income eligibility determination set forth in HUD Notice 2001-41:

For conversions due to federal mortgage prepayment, refinancing or insurance termination, a family’s gross income must not exceed 95% of area median income (AMI).

For conversions due to owner opt-outs (owner’s electing not to renew an expiring project-based assistance contract), a family’s gross income must not exceed 80% of area median income (AMI).

### **26.02 HAP/Tenant Share – Minimum Rent**

Families assisted with enhanced voucher assistance remaining in the project are required to have a special statutory minimum rent requirement. For those families previously unassisted, the enhanced voucher minimum rent is whatever payment the family was making towards the gross rent on the conversion date. For those families previously assisted with PBV’s or TBVs the enhanced voucher minimum rent is the higher of TTP *or* the payment the family was making on the conversion date. This rent is identified as the *original* enhanced voucher minimum rent as referenced later in this section.



Minimum rent as described above, must be determined even if the amount exceeds 40% of the family's monthly income.

The method for calculating the minimum rent changes if the family's income significantly decreases (15% or more) from what their gross income was on the effective date of the eligibility event or conversion. Once this occurs the enhanced voucher minimum rent is no longer established as the dollar amount as listed above, but instead becomes the greater of: a) the percentage of adjusted monthly income the family was paying for gross rent at the time of the eligibility event, or b) 30% of their current adjusted monthly income. After the enhanced voucher minimum rent for the family is changed from the dollar amount to the percentage of income calculation, the enhanced voucher minimum rent will remain that specific percentage of adjusted monthly income so long as the family receives enhanced voucher assistance.

If, however, the family's income subsequently increases to an amount where the dollar value of the family's enhanced voucher minimum rent, now calculated by the established percentage, is **more** than the original enhanced voucher minimum rent, the family's enhanced voucher minimum rent **reverts to the original enhanced voucher minimum rent**. The original enhanced voucher minimum rent is the maximum enhanced voucher minimum rent that will be applied to the family.

### **26.03 EV Payment Standard**

The EV payment standard must equal the gross rent, even if the gross rent exceeds the normally applicable payment standard so long as the LA determines the requested rent is reasonable. If the owner raises the rent for a family assisted with an enhanced voucher in accordance with all applicable laws and program regulations, the LA must increase the enhanced payment standard to equal the new gross rent (contract rent + utility allowance) for the unit, provided the rent is again determined reasonable. Rents shall be considered reasonable in comparison to rents charged for comparable, unassisted units in the private market, and any other reasonable limits prescribed by the Secretary of HUD, New York State rent controls, or any other similar legally binding, reasonable limitation.

For clarification purposes, and per HUD directive, HCR's subsidy standard guidelines must be followed for EVs when determining voucher size as found in Section 10 of this Administrative Plan.

### **26.04 Income-Targeting Requirement**

Families admitted to the tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission is not counted in determining whether the PHA is complying with the income targeting requirement.

### **26.05 Zero Housing Assistance Payments at Initial Conversion**

In cases where a family is eligible for Enhanced Voucher Assistance or Project Based Voucher assistance (under RAD) at initial conversion but there is no initial Housing Assistance Payment (HAP), and the family continues to reside in the project/development, the following guidelines must be complied with:

If it is determined that a family is income eligible for an Enhanced Voucher but there is no HAP payment because the family's total tenant payment (TTP) is equal to or greater than the gross rent, the LA **must** inform the family that if there is a decrease in income or an increase in rent **within five (5) years** of the initial eligibility determination, the family may inform the LA of the change. *It is the family's responsibility to notify the LA of the change.*

In addition, the LA must maintain a record of the family's initial income determination.

**Section 27.0**

**SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)  
& QUALITY CONTROL REVIEWS/AUDITS**

NYS HCR reserves the right to conduct SEMAP audits, quality control reviews and/or implement corrective action plans in each of its local programs. The reviews will be scheduled at NYS HCR's discretion and will cover any period of time as deemed appropriate, however, will likely cover the most recent fiscal year(s) (*April 1<sup>st</sup> of year 1 through March 31<sup>st</sup> of year 2*).

**Review List for Section Eight Management Assessment Program**

**Policy Areas:**

If a waiting list preference was authorized for a county in your jurisdiction please provide a copy of the authorization.

**Staff:** A list of housing caseworkers and/or housing inspectors.

**Indicator #1 Selection from the Waiting List**

- A list of ineligible applicants for the requested fiscal year (4/1-3/31). The list should include the following types of applicants: expired vouchers, over income, returned mails, no show (i.e.; applicants that did not keep the scheduled briefing appointment), applicants that declined assistance and others (see section 1.07 of HCR's Administrative Plan).
- New Admissions: A list with the names of total new admissions for the current and previous fiscal year.
- Income Targeting: 30 Percent Income Targeting Report for the current and previous fiscal year.
- Copy of Income Limits for current and previous fiscal year.
- Copy of the Top 100 Applicants of the Current Waiting List (sorted by position)

**Indicator #2 Rent Reasonableness**

Please provide the auditor with a list of units in the following categories for the requested fiscal year (4/1-3/31):

- Units that had rental rate increases.
- Tenants with new leases including new program participants and current participants that moved to new units.

- Tenants that were affected by a 10 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary date.

**Indicator #3 Determination of Adjusted Income**

- The auditor will select the files to be reviewed.

**Indicator #4 Utility Allowance Schedule**

- A copy of the utility allowance schedules for the last two fiscal years (i.e., the one being audited and one prior).

**Indicator #5 HQS Quality Control Inspections**

- A copy of the supervisor or other qualified person quality control re-inspection log. The log should cover the requested fiscal year (4/1-3/31). The log must include the following information: log#, dates of the first and second inspection, the names of both inspectors, and the tenants' names and unit addresses.

**Indicator #6 Housing Quality Standards (HQS) Enforcement**

- A Copy of the failed inspection log for the requested fiscal year (4/1-3/31). The log should include log#, names and addresses of the tenants, unit fail date, pass date and the name of the inspector.

**Indicator #7 Expanding Housing Opportunities (Metropolitan Statistical Areas only)**

Applies only to LAs with jurisdiction in metropolitan FMR areas.

- LAs in affected metropolitan FMR areas should carefully review the requirements of this indicator. Each LA is required to maintain documentation to verify compliance with this indicator.
- Copies of documents/records

**Indicator #8 FMR Limits and Payment Standards:**

- A copy of FMRs, Payment Standards and *Lot rents (if applicable) chart(s) for the current and previous fiscal year.*

**Indicator #9 Annual Reexaminations**

- The auditor will review the late annual reexamination reports from the computer and randomly select the number of files to be review.

**Indicator # 10 Correct Tenant Rent Calculations**

- The auditor will randomly select the number of files to be reviewed.

**Indicator #11 Pre-contract HQS Inspections**

- The auditor will randomly select the number of files to be reviewed.

**Indicator #12 Annual HQS Inspections**

- The auditor will review the late annual HQS inspection reports from the computer and randomly select the number of files to be review.

**Indicator #13 Lease-Up**

- Copies of the monthly utilization summaries for the current fiscal year.

**Indicator #14 Family Self Sufficiency Enrollment (If Applicable)**

Applies only to LAs who are required to administer an FSS program.

A list/chart identifying the following:

- The number of mandatory FSS slots.
- The number of families that successfully completed their contract on or after 10/21/98.
- The number of FSS families currently enrolled.
- The number of FSS participants with escrow balances.

**De-concentration Bonus Indicator** (Optional and only for LAs with jurisdiction in metropolitan FMR areas).

- If you are eligible to receive points for this indicator please carefully review the requirements and submit the documents to substantiate your eligibility.

**NOTE:** The sample of files to be reviewed for each SEMAP Indicator will be based on the size of the universe as indicated below (unless otherwise noted).

<b>Universe</b>	<b>Minimum number of files or records to be sampled</b>
50 or less	5
51-600	5 plus 1 for each 50 (or part of 50) over 50
601- 2000	16 plus 1 for each 100 (or part of 100) over 600
Over 2000	30 plus 1 for each 200 (or part of 200) over 2000

In addition to other documents, records and reports that are required to be maintained for the SEMAP review, each LA **must** maintain the following information for each of the SEMAP indicators identified below:

**Additional requirements below:**

**Indicator #5: HQS Quality Control Inspections**

A **Supervisory Inspection Log**, including:

- log #
- dates of the first and second inspections;
- names of the first and second inspectors; and
- each tenant’s name and address.

**Indicator #6: HQS Enforcement**

A **Failed Inspection Log**, including:

- log #
- each tenant’s name and address;
- name of inspector(s);
- date(s) of each failed inspection, and
- date the unit passed inspection (if applicable).

## **Section 28.0 - Violence Against Women Act (VAWA)**

### **VAWA - Determination Eligibility for VAWA Protections**

The Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs, Final Rule (VAWA Final Rule, published at 81 Fed. Reg 80724 (November 16, 2016) provides that an applicant for assistance or a tenant/participant receiving assistance may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. (See 24 CFR 5.2005(b)(1)). This Section 6.04 provides an overview of certain provisions of the VAWA Final Rule. It is the responsibility of the LA to fully comply with the requirements of the VAWA Final Rule at 24 CFR 5, Subpart L, as well as any subsequent amendments or updates to the Final Rule and guidance regarding the Final Rule.

In addition to prohibiting a denial, termination or eviction based on the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, the VAWA Final Rule prohibits an applicant or a tenant/participant from being denied assistance or admission, terminating participation in, or evicting a tenant based on the collateral consequences of being a survivor of VAWA protected crimes. This type of collateral consequence is referred to as an adverse factor, and may include poor rental or credit history or a criminal record that directly results from being a victim of domestic violence, dating violence, sexual assault or stalking.

VAWA protections cover tenants and assisted families, as defined under applicable program regulations, as well as applicants when they are applying for admission. VAWA protections apply to applicants and tenants/participants regardless of sex, gender identity or sexual orientation.

Local administrators (LAs) are not required to ask for documentation when an individual presents a claim for VAWA protections; the LAs may instead provide benefits based solely on the individual's verbal statement or other corroborating evidence.

### **VAWA – Notice of Occupancy Rights and the Certification Form**

LAs must provide to each of its applicants and to each of its tenants the notice of occupancy rights (HUD model form 5380) and the certification form (HUD model form 5382) no later than at each of the following times: (i) At the time the applicant is denied assistance or admission; (ii) At the time the individual is provided assistance or admission; (iii) With any notification of eviction or notification of termination of assistance; (iv) During the 12-month period follow December 16, 2016, either during the annual recertification process. See 24 CFR 5.2005(a)(ii)(C)(2) for more information.

The notice required must be made available in multiple languages, translated copies are available to LAs on the HUD website. See 24 CFR 5.2005(a)(ii)(C)(3) for more information.

Furthermore, for the Housing Choice Voucher program the HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR 5.2005. See 24 CFR 5.2005(a)(ii)(C)(4) for more information.

### **VAWA – Emergency Transfer Plan**

Each LA shall adopt the emergency transfer plan for the Housing Choice Voucher Program to ensure compliance with 24 CFR 5.2005(e).

### **VAWA - Certification and Documentation**

The VAWA Final Rule prohibits a covered housing provider from requiring the victim to provide third-party documentation of victim status, unless:

1. More than one applicant or tenant provides documentation to show they are victim of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in the other person's documentation; or
2. Submitted documentation contains information that conflicts with the existing information already available to the PHA or owner.

In these circumstances, the regulations at 24 CFR 5.2007(b)(2) allow a PHA or owner to require the applicant(s) or tenant(s) to submit third-party documentation that meets the criteria provided in 24 CFR 5.2007(b)(1)(ii), (b)(1)(iii), or (b)(1)(iv).

### **VAWA – Recordkeeping and Reports**

Each LA must keep a record of all emergency transfer requests under the emergency transfer plan and the outcomes of such requests. These records must be maintained for a period of three years. LAs must be able to provide copies of the records upon request to the State for compliance monitoring. See 24 CFR 5.2005(e)(12) for more information.

### **Reasonable Time to Establish Eligibility Following Bifurcation of a Lease**

The VAWA Final Rule at 24 CFR 5.2009(b) provides that a tenant who is a victim of domestic violence, dating violence, sexual assault or stalking has a reasonable time period to establish eligibility under the covered housing program or find alternative housing following lease bifurcation in situations where the individual who was evicted or for whom assistance was terminated was the eligible tenant. LAs should be aware that all VAWA-related documentation must be maintained in confidence. LAs must observe confidentiality requirements set forth in 24 CFR 5.2007(c) and HUD Model form 5380 - the Notice of Occupancy Rights under the Violence Against Women Act.

### **Termination of the victim Due to Actual and Imminent Threat**

The LA or owner is not prohibited from terminating assistance or evicting a tenant if the LA or owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the property would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 24 CFR 5.2005(d)(3).)



## **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **Emergency Transfers**

New York State Housing Choice Voucher (NYS HCR HCV) Program is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the *Violence Against Women Act* (VAWA), NYS HCR HCV PROGRAM allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of NYS HCR HCV PROGRAM to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether NYS HCR HCV PROGRAM has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

**NOTE:** NYS HCR HCV PROGRAM is a voucher-only program and does not own dwelling units, therefore NYS HCR HCV PROGRAM has no dwelling units available to offer tenants for temporary or permanent occupancy. This plan identifies tenants who are:

1. eligible for an emergency transfer;
2. the documentation needed to request an emergency transfer;
3. confidentiality protections;
4. how an emergency transfer may occur; and
5. guidance to tenants on safety and security.

This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that New York State Homes and Community Renewal Housing Choice Voucher Program is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

- A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
- Tenants who are not in good standing may still request and be granted an emergency transfer if they meet the eligibility requirements in this section.

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify their local administrator (LA). The LA will provide the tenant with [Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking](#) (HUD model form 5383). The LA must provide the tenant/participant with the Notice of Occupancy Rights at the time a tenant or participant requests an emergency transfer.

LAs can find translations of these forms on the HUD website. Furthermore, LAs are required to provide reasonable accommodations to this policy for individuals with disabilities. The tenant's oral or written request for an emergency transfer must include:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under NYS HCR HCV PROGRAM; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

## **Confidentiality**

NYS HCR HCV PROGRAM and LAs will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives NYS HCR HCV PROGRAM or their LA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See 24 CFR 5.2007(c) and HUD Model form 5380 - the Notice of Occupancy Rights under the Violence Against Women Act for more information about NYS HCR's HCV PROGRAM's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

LAs cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LAs will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. LAs may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If an LA has no safe and available units for which a tenant who needs an emergency transfer is eligible, LAs will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LAs will also assist

tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Attachment 1 to this Emergency Transfer Plan is a list of local organizations that support individuals who are or have been victims of domestic violence, as well as housing and legal service providers that should be provided to tenants requesting transfer.

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

### **Additional Information**

- You may view a copy of HUD's final VAWA rule at:

<https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

## **GLOSSARY**

### **I. Acronyms Used in the NYS HCR Section 8 Administrative Plan**

<b>ACC</b>	Annual Contributions Contract
<b>ADA</b>	American Disabilities Act
<b>AHAP</b>	Agreement to Enter Into a Housing Assistance Payments [Contract] - HUD Form 52521
<b>CFR</b>	Code of Federal Regulations
<b>COP</b>	Contract of Participation
<b>DHS</b>	U.S. Department of Homeland Security
<b>DOB</b>	Date of Birth
<b>DTDB</b>	Debt Termination Data Base
<b>EIV</b>	Enterprise Income Verification System
<b>EOP</b>	End of Participation
<b>FBI</b>	Federal Bureau of Investigation
<b>FHA</b>	Federal Housing Administration
<b>FEHO</b>	NYS HCR Fair and Equitable Housing Office
<b>FHEO</b>	Fair Housing and Equal Opportunity
<b>FMR</b>	Fair Market Rent
<b>FUP</b>	Family Unification Program
<b>FY</b>	Fiscal Year
<b>HAP</b>	Housing Assistance Payments
<b>HCR</b>	New York State Homes and Community Renewal
<b>HCV</b>	Housing Choice Voucher

<b>HQS</b>	Housing Quality Standards
<b>HTFC</b>	NYS Housing Trust Fund Corporation
<b>HUD</b>	U.S. Department of Housing and Urban Development
<b>ICN</b>	Individual Control Number
<b>ITSP</b>	Individual Training and Service Plan
<b>LA</b>	NYS HCR Local Section 8 Program Administrator
<b>MOU</b>	Memorandum of Understanding
<b>NCIC</b>	FBI National Crime Information Center
<b>NED</b>	Non-Elderly Families with Disabilities
<b>NHTD</b>	Nursing Home Transition and Diversion Housing Subsidy Program
<b>NOCA</b>	Notice of Credit Availability
<b>NOFA</b>	Notice of Funding Availability
<b>NPC</b>	Neighborhood Preservation Company
<b>NW</b>	NeighborWorks America
<b>NYS</b>	New York State
<b>OFD</b>	NYS HCR Office of Finance and Development
<b>OTDA</b>	NYS Office of Temporary and Disability Assistance
<b>PBV</b>	Project-Based Voucher
<b>PHA</b>	Public Housing Agency
<b>PIH</b>	HUD Office of Public and Indian Housing
<b>RAD</b>	Rental Assistance Demonstration Program (HUD)
<b>RESPA</b>	Real Estate Settlement Procedures Act
<b>RFP</b>	Request for Proposal

<b>RPC</b>	Rural Preservation Company
<b>RTA</b>	Request for Tenancy Approval
<b>SAVE</b>	USCIS Systematic Alien Verification for Entitlements
<b>SEMAP</b>	Section 8 Management Assessment Program
<b>SHCVS</b>	NYS HCR Section 8 Housing Choice Voucher System
<b>SSA</b>	U.S. Social Security Administration
<b>SSI</b>	Supplemental Security Income (SSA)
<b>TANF</b>	Temporary Assistance for Needy Families
<b>TTP</b>	Total Tenant Payment
<b>US</b>	United States of America
<b>USCIS</b>	U.S. Citizenship and Immigration Services (DHS)
<b>USDA – RD</b>	U.S. Department of Agriculture – Rural Development
<b>VASH</b>	Veterans Affairs Supportive Housing
<b>VAWA</b>	Violence Against Women Act of 1994
<b>WTW</b>	Welfare to Work

**II. DEFINITION OF TERMS USED IN THE NYS HCR SECTION 8 ADMINISTRATIVE PLAN:**

**1937 ACT:** *United States Housing Act of 1937*

**ADMINISTRATIVE FEE:** *Fee paid by HUD to the PHA for administration of the program.*

**ADMINISTRATIVE PLAN:** *The document that describes PHA policies for administration of the tenant-based programs.*

**ADULT:** *An individual who is 18 years of age or older or a minor under the age of 18 who has been emancipated to act on his/her own behalf, including the ability to execute a contract or lease.*

**AMERICANS WITH DISABILITIES ACT:** *Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).*

**ANNUAL INSPECTION:** *See Section 23.01*

**ANNUAL RECERTIFICATION:** *Annual review of the participant's household income to determine continued eligibility for Section 8 housing choice voucher rental assistance.*

**APPLICANT or APPLICANT FAMILY:** *A family that has applied for admission to a program but is not yet a participant in the program.*

**BRIFING PACKET:** *The information packet that families selected to participate in the housing choice voucher program receive during the briefing appointment.*

**COMPLAINT INSPECTION:** *See Section 23.01*

**CONTINUOUSLY ASSISTED:** *An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the certificate or voucher program.*

**CREDIBLE EVIDENCE:** *See Section 9.03.*

**CURRENT FEDERAL MINIMUM WAGE:** *The federal minimum wage at the time of the inquiry (as indicated by the US Department of Labor).*

**DEPENDENT:** *A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.*

**DIFFERENT GENERATIONS:** *Different generations are defined as “family members from different eras (i.e., grandparents/parents; parents/children, etc.)”*

**DISABLED FAMILY:** *A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. (See Section 4.01)*

**DISPLACED FAMILY:** *See Section 4.01.*

**DOMESTIC VIOLENCE:** *Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.*

**DOMICILE/UNIT:** *The legal residence of the household head or spouse as determined in accordance with State and local law.*

**DRUG-RELATED CRIMINAL ACTIVITY:** *The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.*

**ELDERLY FAMILY:** *A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.*

**EMERGENCY INSPECTION:** *See Section 23.01*

**EXCEPTION PAYMENT STANDARDS:** *A PHA may request HUD approval of payment standard amounts higher or lower than the established 40th or 50th percentile FMR for designated parts of the FMR area (the “exception areas”). The exception payment standard amounts may be for all units in the exception areas, or for all units of a given bedroom size in these areas.*

**EXTREMELY LOW-INCOME FAMILY:** *A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.*

**FAIR HOUSING ACT:** *Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).*



**FAIR MARKET RENT:** *The rent that would be required to be paid in the particular housing market area in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. This Fair Market Rent includes utilities (except telephone).*

**FAMILY GUEST:** *A guest who resides in the unit for less than 30 days in a calendar year (see Section 4.02, page 4-2)*

**FAMILY SELF-SUFFICIENCY PROGRAM:** *The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services.*

**FEDERAL REGISTER:** *The official daily publication for rules, proposed rules, and notices of Federal agencies and organizations, as well as executive orders and other presidential documents.*

**FISCAL YEAR.** *The HCR Section 8 Program fiscal year commences on April 1 and ends on March 31.*

**FORM 50058:** *The HUD Form 50058 is used by PHAs to collect information on families who participate in Public Housing or Section 8 rental subsidy programs and is used to determine the participant family's continued eligibility for assistance.*

**FRAUD:** *The intentional, false representation (i.e., false written statements, altered or forged documents) or concealment of a material or material facts for the purpose of convincing another to act upon it to the presenters' benefit.*

**HEAD OF HOUSEHOLD:** *The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.*

**HEARING OFFICER:** *The hearing officer in the LA program is either of the following: a staff person who is at the Casework Supervisor level or above; the Program Director or Executive Director (if not the same person who made the initial decision to deny assistance); or an individual from outside the LA. (See Section 13.05).*

**HOMELESS DEFINITION: Category 1:** *An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:*

*An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or*

*An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); or*

*An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;*

*Category 4: Any individual or family who:*

*I. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and*

*II. Has no other residence; and*

*III. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.*

**HOUSEHOLD:** *All the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.*

**HUD-APPROVED HOUSING COUNSELING AGENCY:** *A public or private nonprofit agency that has met the qualifying criteria for administering the HUD Housing Counseling Program.*

**INFORMAL HEARING:** *The LA will give a participant family an opportunity for an informal hearing to consider whether the following LA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and LA policies. (See Section 14.02).*

**INFORMAL MEETING:** *If the LA denies a preference to an applicant, the applicant will be notified in writing of the specific reason for the denial and will be offered the opportunity for an informal meeting (not an informal review) with LA staff to discuss the reasons for the denial (see Section 13.01).*

**INFORMAL REVIEW:** *The LA will give an applicant an opportunity for an informal review of the LA's decision denying assistance to the applicant. Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract.*

**INITIAL INSPECTION:** *See Section 23.01*

**INITIAL PHA:** *The term refers to both a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.*

**INTERIM RECERTIFICATION:** *Interim review of the participant's household income (based on extenuating circumstances) to determine continued eligibility for Section 8 housing choice voucher rental assistance.*

**JURISDICTION:** *The area in which the PHA has authority under State and local law to administer the program.*

**LANDLORD:** *See OWNER.*

**LA NETWORK:** *The HCR local programs that to assume day-to-day responsibility for administration of the HCV Program in its designated local area of operation. The divisions of responsibilities are detailed in a contract between HCR and each of its LAs.*

**LEGAL DOMICILE:** *See Section 1.17*

**LIVE-IN AIDE:** *A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who is determined to be essential to the care and wellbeing of the person(s); is not obligated for the support of the person(s); and would not be living in the unit except to provide the necessary supportive services. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. Live-in Aides must be certified annually.*

**MOBILITY COUNSELING:** *A counseling program to help housing choice voucher recipients to find housing outside of minority and/or poverty concentrated areas.*

**NON-RESIDENT:** *Refers to an applicant who does not reside in the jurisdiction in which he/she is applying for housing choice voucher rental assistance.*

**OVER-HOUSED:** *Applicable to families residing in units where the actual number of bedrooms exceeds the family unit size for which the family qualifies under the public housing agency (PHA) subsidy standards.*

**OWNER:** *Any private person or entity, including a cooperative, an agency of the federal government, or a public housing agency, having the legal right to lease or sublease dwelling units.*

**PARTICIPANT WITH OR WITHOUT CHILDREN:** *See Section 4.01.*

**PAYMENT STANDARDS:** *The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).*

**PORTABILITY:** *Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.*

**PRE-MERGER CERTIFICATE OR VOUCHER PROGRAMS:** *The Section 8 programs that were administered prior to enactment of the Quality Housing and Work Responsibility Act of 1998 (QHWRA).*

**PREMISES:** *The unit subsidized or, in the case of a multiple dwelling, any area within the property that the housing unit is in.*

**PREPONDERANCE OF EVIDENCE:** *See Sections 1.09 and 9.03*

**PROGRAM REPRESENTATIVE:** *The HCR Statewide Section 8 Voucher Program designated liaison to the LA program.*

**PROJECT:** *For purposes of the PBV program, is defined as a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land so long as the contiguous parcels are owned by the same entity.*

**PUBLIC HOUSING AGENCY:** *Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.*

**REASONABLE ACCOMMODATION:** *A change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space. In order to show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. What is reasonable must be determined on a case-by-case basis.*

**REASONABLE RENT:** *The PHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider the location, quality, size, unit type, and age of the contract unit; and any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.*

**RECEIVING PHA.** *A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.*

**RENT TO OWNER:** *The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.*

**ROOMMATE:** *An individual, with or without dependent children, who is not a family member and is approved by the Local Administrator and by the landlord, provided that the voucher holder or the voucher holder's spouse occupies the unit as their only residence (see Section 4.02)*

**SECTION 8 HOMEOWNERSHIP PROGRAM:** *Allows low-income families who qualify for Section 8 rental assistance to use their certificates or vouchers to pay for homeownership costs under a mortgage.*

**SERVICE ANIMAL:** *A service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals.*

**SINGLE PERSON:** *See Section 4.01*

**SPECIAL INSPECTION:** *See Section 23.01*

**STATEWIDE SECTION 8 NOTICES:** *Policy and/or informational guidance notices issued by the NYS HCR Statewide Section 8 Voucher Program to the LA network.*

**STATEWIDE SECTION 8 VOUCHER PROGRAM OFFICE:** *The HCR Offices in Albany, New York; New York City, NY; and Syracuse New York where the day-to-day operations of the HCR Statewide Voucher Program are administered.*

**SUBSIDY STANDARDS:** *Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.*

**SUPERVISORY INSPECTION:** *See Section 23.01.*

**SUSPENSION/TOLLING:** *Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval of the tenancy, until the time when the PHA approves or denies the request.*

**TOTAL TENANT PAYMENT:** *The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected.*

**UNDER-HOUSED:** *Applicable to families residing in units where the actual number of bedrooms is fewer than the family unit size for which the family qualifies under the public housing agency (PHA) subsidy standards.*

**UTILITY ALLOWANCE:** *The utility allowance for a family shall be the lower of:*

- (1) The utility allowance amount for the family unit size; or*
- (2) The utility allowance amount for the unit size of the unit rented by the family.*

*If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-*

*conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.*

**VIOLENT CRIMINAL ACTIVITY:** *Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.*

**VOUCHER:** *The voucher document is administered locally by a public housing agency (PHA) that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher (HUD Form 52646) is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as defined by HUD and determined by the PHA.*

**VOUCHER HOLDER:** *The person or family to whom the voucher has been issued.*

**WAITING LIST:** *The LA program's list of eligible applicants awaiting availability of section 8 rental assistance.*

**WEEKEND INSPECTIONS:** *Unit/HQS inspections that have been scheduled between the LA program and tenant/participant that occur on a Saturday or Sunday in order to accommodate the participant's or landlord's' schedule or that are determined necessary by the LA program to observe conditions for quality control purposes.*

# Chapter 1 New York State Homes & Community Renewal: VAWA Resource Guide

## Chapter 2 New York State Agencies

New York State Office for the Prevention of Domestic Violence (OPDV): <http://www.opdv.ny.gov/help/helpfor.html>

New York State Office for Children and Family Services (OCFS): <http://ocfs.ny.gov/main/dv/>

## Chapter 3 Non-Profit Service Providers

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
<b>STATEWIDE</b>			
New York State Coalition Against Domestic Violence	<a href="https://www.nyscadv.org/find-help/">https://www.nyscadv.org/find-help/</a>	N/A	
New York State Domestic Violence 24-Hour Hotline	N/A	(800) 942-6906 (English and multi-language accessibility) or 711 for Deaf or Hard of Hearing	
<b>MULTIPLE COUNTIES (BUT NOT STATEWIDE)</b>			
Legal Assistance of Western New York	<a href="https://www.lawny.org/node/108/contact-us">https://www.lawny.org/node/108/contact-us</a>	(315) 781-1465 (main number)	Provides free legal aid to people with civil legal problems across western New York
Worker Justice Center of New York	<a href="http://www.wjcny.org/">http://www.wjcny.org/</a>	(585) 325-3050	
<b>ALBANY</b>			
Equinox Domestic Violence Services	<a href="http://www.equinoxinc.org/page/domestic-violence-services-15.html">http://www.equinoxinc.org/page/domestic-violence-services-15.html</a>	(518) 432-7865	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
In Our Own Voices LGBT Domestic Violence Support Line	<a href="http://inourownvoices.org/index.html">http://inourownvoices.org/index.html</a>	(518) 432-4188	Provides non-residential domestic violence services (Monday - Friday 9:00 AM -9:00 PM).

<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
Mercy House – For Women	N/A	(518) 434-3531	
Albany Law School Clinics	<a href="http://www.albanylaw.edu/centers/clinic-and-justice-center/clinics/Pages/default.aspx">http://www.albanylaw.edu/centers/clinic-and-justice-center/clinics/Pages/default.aspx</a>	(518) 445-2328	
<b>ALLEGANY</b>			
ACCORD Corporation Domestic Violence Services	<a href="http://accordcorp.org/menus/domestic-violence-services.html">http://accordcorp.org/menus/domestic-violence-services.html</a>	(800) 593-5322	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>BROOME</b>			
SOS Shelter, Inc	<a href="http://rise-ny.org/">http://rise-ny.org/</a>	(607) 754-4340 or (877) 754-4340	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>BRONX</b>			
Urban Resource Institute	<a href="https://urinyc.org/program/domestic-violence/">https://urinyc.org/program/domestic-violence/</a>	(646) 588-0030	Provides both residential and transitional domestic violence services. OCFS Licensed and Approved.
<b>CATTARAUGUS</b>			
Cattaraugus Community Action, Inc.	<a href="http://www.ccaction.org/programs/victim-services/">http://www.ccaction.org/programs/victim-services/</a>	(888) 945-3970	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>CAYUGA</b>			
Cayuga/Seneca Community Action Agency	<a href="http://www.cscaa.com/supportiveservices.html">http://www.cscaa.com/supportiveservices.html</a>	(315) 255-6221	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>CHAUTAUQUA</b>			



<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
The Salvation Army of Jamestown – Anew Center	<a href="http://empire.salvationarmy.org/EmpireNY/aneucenter">http://empire.salvationarmy.org/EmpireNY/aneucenter</a>	(800) 252-8748 or (716) 661-3897	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>CHEMUNG</b>			
Salvation Army of Elmira – Safehouse	N/A	(607) 732-1979	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>CHENANGO</b>			
Liberty Resources-Help Restore Hope Center	<a href="http://helprestorehopecenter.org/">http://helprestorehopecenter.org/</a>	(855) 966-9723	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>CLINTON</b>			
Behavioral Health Services North, Inc. – STOP Domestic Violence	<a href="http://www.bhsn.org/stop-domestic-violence.php">http://www.bhsn.org/stop-domestic-violence.php</a>	(888) 563-6904	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>COLUMBIA</b>			
Community Action of Greene County	<a href="http://cagcny.org/">http://cagcny.org/</a>	(518) 943-9211	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>CORTLAND</b>			
YWCA of Cortland – Aid to Victims of Violence	<a href="http://cortlandywca.org/">http://cortlandywca.org/</a>	(607) 756-6363	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>DELAWARE</b>			

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
Delaware Opportunities, Inc. – Safe Against Violence	<a href="http://delawareopportunities.org/safe-against-violence">http://delawareopportunities.org/safe-against-violence</a>	(607) 746-6278 or (866) 457-7233	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>DUTCHESS</b>			
Family Services of Dutchess County	<a href="http://www.familyservicesny.org/">http://www.familyservicesny.org/</a>	(845) 485-5550	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Grace Smith House	<a href="http://www.gracesmithhouse.org/">http://www.gracesmithhouse.org/</a>	(845) 471-3033	Provides residential, transitional and non-residential domestic violence services. OCFS Licensed and Approved.
House of Hope, part of House of Faith Ministry, Inc.	<a href="http://www.hudsonvalleyhouseofhope.org/">http://www.hudsonvalleyhouseofhope.org/</a>	(845) 765-0293	Provides residential domestic violence services. OCFS Licensed and Approved.
<b>ERIE</b>			
Crisis Services	<a href="http://crisisservices.org/">http://crisisservices.org/</a>	(716) 834-3131	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Erie County District Attorney's Office – Domestic Violence Bureau	<a href="http://www2.erie.gov/da/index.php?q=domestic-violence-advocacy">http://www2.erie.gov/da/index.php?q=domestic-violence-advocacy</a>	(716) 858-4630	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Erie County Sheriff's Office Domestic Violence Hotline	<a href="http://www2.erie.gov/sheriff/index.php?q=erie-county-sheriff039s-office-domestic-violence-unit">http://www2.erie.gov/sheriff/index.php?q=erie-county-sheriff039s-office-domestic-violence-unit</a>	(716) 858-7999	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Family Justice Center of Erie County, Inc.	<a href="http://www.fjcsafe.org/">http://www.fjcsafe.org/</a>	(716) 558-SAFE (7233)	Provides non-residential domestic violence services.

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
			OCFS Licensed and Approved.
Haven House-Child & Family Services, Inc.	<a href="http://www.cfsbny.org/programs/haven-house/">http://www.cfsbny.org/programs/haven-house/</a>	(716) 884-6000 (DV Hotline) (716) 884-6002	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
Hispanos Unidos de Buffalo, Inc.	<a href="http://ebatiz.com/hubwny/home/">http://ebatiz.com/hubwny/home/</a>	(716) 481-8867	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Neighborhood Legal Services	<a href="http://www.nls.org/">http://www.nls.org/</a>	(716) 847-0650	
<b>ESSEX</b>			
Behavioral Health Services – STOP Domestic Violence	<a href="http://www.bhsn.org/stop-domestic-violence.php">http://www.bhsn.org/stop-domestic-violence.php</a>	(888) 563-6904	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>FRANKLIN</b>			
Behavioral Health Services – STOP Domestic Violence	<a href="http://www.bhsn.org/stop-domestic-violence.php">http://www.bhsn.org/stop-domestic-violence.php</a>	(888) 563-6904	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>FULTON</b>			
Family Counseling Center of Fulton County Inc.	<a href="http://www.thefamilycounselingcenter.org/index.php">http://www.thefamilycounselingcenter.org/index.php</a>	(518) 725-5300	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
<b>GENESEE</b>			
YWCA Genesee – Domestic Violence Program	<a href="http://ywcagenesee.org/ywca-domestic-violence-crisis-prevention-services/">http://ywcagenesee.org/ywca-domestic-violence-crisis-prevention-services/</a>	(585) 343-7513	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
Neighborhood Legal Services	<a href="http://www.nls.org/">http://www.nls.org/</a>	(585) 343-5450	
<b>GREENE</b>			
Community Action of Greene County	<a href="http://cagcny.org/">http://cagcny.org/</a>	(518) 943-9211	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
In Our Own Voices LGBT Domestic Violence Support Line	<a href="http://www.inourownvoices.org/">http://www.inourownvoices.org/</a>	(518) 432-4341	Provides non-residential domestic violence services (Monday - Friday 9:00 AM -9:00 PM).
<b>HAMILTON</b>			
Hamilton County Department of Social Services	<a href="http://www.hamiltoncounty.com/health-human-services/social-services">http://www.hamiltoncounty.com/health-human-services/social-services</a>	(800) 721-8534	Provides non-residential domestic violence services. OCFS Licensed and Approved.
<b>HERKIMER</b>			
Catholic Charities of Herkimer County – Domestic Violence Program of Herkimer County	<a href="http://ccherkimercounty.org/services.html">http://ccherkimercounty.org/services.html</a>	(315) 866-0458	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>JEFFERSON</b>			
Victims Assistance Center of	<a href="http://www.vacjc.com/">http://www.vacjc.com/</a>	(315) 782-1855	Provides both residential and non-residential domestic violence services.

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
Jefferson County, Inc.			OCFS Licensed and Approved.
<b>LEWIS</b>			
Lewis County Opportunities, Inc.	<a href="http://www.lewiscountyopportunities.com/">http://www.lewiscountyopportunities.com/</a>	(315)376-HELP (4357) or (315) 376-8202	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>LIVINGSTON</b>			
Chances & Changes, Inc.	<a href="http://chancesandchanges.org/">http://chancesandchanges.org/</a>	(585) 658-2660	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>MADISON</b>			
Liberty Resources - Help Restore Hope Center	<a href="http://www.liberty-resources.org/individuals-adults/home-community/help-restore-hope-center/">http://www.liberty-resources.org/individuals-adults/home-community/help-restore-hope-center/</a>	(855) 966-9723	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>MONROE</b>			
Lifespan – Elder Abuse Prevention Program	<a href="http://www.lifespan-roch.org/">http://www.lifespan-roch.org/</a>	(800) 454-5030	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Willow Domestic Violence Center (Formerly Alternatives for Battered Women, Inc.)	<a href="https://willowcenterny.org/">https://willowcenterny.org/</a>	(585)222-SAFE (7233)	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>MONTGOMERY</b>			
Catholic Charities of Fulton and Montgomery Counties –	<a href="http://www.catholiccharitiesfmc.org/domesticviolence.htm">http://www.catholiccharitiesfmc.org/domesticviolence.htm</a>	(518) 842-3384	Provides both residential and non-residential domestic violence services.

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
Domestic Violence Crime Victim Services			OCFS Licensed and Approved.
In Our Own Voices LGBT Domestic Violence Support Line	<a href="http://www.inourownvoices.org/">http://www.inourownvoices.org/</a>	(518) 432-4341	Provides non-residential domestic violence services (Monday - Friday 9:00 AM -9:00 PM).
<b>NASSAU</b>			
Circulo de la Hispanidad, Inc. – Salva Domestic Violence Program	<a href="https://www.nassaucountyny.gov/1648/Domestic-Violence">https://www.nassaucountyny.gov/1648/Domestic-Violence</a>	(516) 889-2849	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Long Island Anti-Violence Project	<a href="http://211longisland.communityos.org/zf/profile/program/id/305965">http://211longisland.communityos.org/zf/profile/program/id/305965</a>	(516) 323-0011	Provides non-residential domestic violence services to LGBTQ survivors of intimate partner violence.
The Safe Center LI	<a href="http://www.tscli.org/">http://www.tscli.org/</a>	(516) 542-0404	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>NEW YORK CITY</b>			
NYC Domestic Violence Hotline	N/A	(800)621-HOPE (4673)	
African American Planning Commission	<a href="http://aapci.org/site/serenity-house-an-apartment-with-a-view/">http://aapci.org/site/serenity-house-an-apartment-with-a-view/</a>	(800) 621-HOPE (4673)	Offers culturally specific services to African Americans
Allen Women’s Resource Center	<a href="http://www.queenslibrary.org/services/community-information/community-resources-database/details/67737">http://www.queenslibrary.org/services/community-information/community-resources-database/details/67737</a>	(718) 739-6200	Offers Christian specific services - OCFS Licensed and Approved.

<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
Barrier Free Living	<a href="https://www.bflnyc.org/">https://www.bflnyc.org/</a>	(212) 677-6668	Offers services to people with disabilities - OCFS Licensed and Approved.
Center Against Domestic Violence	<a href="http://www.cadvny.org/">http://www.cadvny.org/</a>	(718) 439-1000	OCFS Licensed and Approved.
Connect	<a href="http://www.connectnyc.org/Referrals">http://www.connectnyc.org/Referrals</a>	(212) 683-0015	
Crime Victims Treatment Center of St. Luke's Roosevelt Hospital	<a href="http://www.cvtcnyc.org/">http://www.cvtcnyc.org/</a>	(212) 523-4728	
Day One	<a href="https://www.dayoneny.org/">https://www.dayoneny.org/</a>	(800) 214-4150	
Domestic and Other Violence Emergencies (DOVE) at Columbia University Medical Center	<a href="http://www.nyp.org/clinical-services/social-work/domestic-and-other-violence-emergencies">http://www.nyp.org/clinical-services/social-work/domestic-and-other-violence-emergencies</a>	(212) 305-9060	
Edwin Gould Services for Children and Families – STEPS to End Family Violence	<a href="http://www.egscf.org/programs/steps/">http://www.egscf.org/programs/steps/</a>	(877) STEPS-94	OCFS Licensed and Approved.
Food First Family Project, Inc.	<a href="http://www.foodfirstinc.com/Contact%20Us.html">http://www.foodfirstinc.com/Contact%20Us.html</a>	(877) 230-5705	OCFS Licensed and Approved.
Good Shepherd Services – Safe Homes Project	<a href="https://goodshepherds.org/program/safe-homes/">https://goodshepherds.org/program/safe-homes/</a>	(718) 499-2151 (Monday – Friday, 9am – 5 pm)	OCFS Licensed and Approved.
HELP USA	<a href="http://www.helpusa.org/">http://www.helpusa.org/</a>	(718) 922-7980	OCFS Licensed and Approved.
Henry Street Settlement	<a href="https://www.henrystreet.org/programs/housing/domestic-violence-survivors-shelter/">https://www.henrystreet.org/programs/housing/domestic-violence-survivors-shelter/</a>	(212) 577-7777	OCFS Licensed and Approved.

<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
Housing Conservation Coordinators Inc.	<a href="http://www.hcc-nyc.org/">http://www.hcc-nyc.org/</a>	(212) 541-5996	
Jewish Board Family & Children's Services	<a href="https://jewishboard.org/">https://jewishboard.org/</a>	1-(844) ONE CALL	Offers Jewish specific services - OCFS Licensed and Approved.
Korean American Family Service Center	<a href="http://kafsc.org/">http://kafsc.org/</a>	(718)-460-3800	Bilingual Korean/English; offers Korean specific services
Legal Services NYC	<a href="http://www.legalservicesnyc.org/our-program">http://www.legalservicesnyc.org/our-program</a>	<a href="http://www.legalservicesnyc.org/our-program">(917) 661-4500</a>	
NYC Anti-Violence Project	<a href="https://avp.org/">https://avp.org/</a>	(212) 714-1141	Bilingual Spanish/English hotline; offers LGBTQ specific services - OCFS Licensed and Approved.
Womankind (formerly New York Asian Women's Center)	<a href="https://www.iamwomankind.org/">https://www.iamwomankind.org/</a>	(888) 888-7702	Multilingual hotline; offers Asian specific services - OCFS Licensed and Approved.
New Destiny Housing	<a href="http://www.newdestinyhousing.org/">http://www.newdestinyhousing.org/</a>	(646) 472-0262 ext. 11	
New Vista for Families, Inc.	N/A	(718) 984-6842	OCFS Licensed and Approved.
Ohel Children's Home & Family Services	<a href="http://www.ohelfamily.org/">http://www.ohelfamily.org/</a>	(800) 603-OHEL (6435)	Offers Jewish specific services - OCFS Licensed and Approved.



<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
Queens Legal Services	<a href="http://www.legalservicesnyc.org/our-program/queens">http://www.legalservicesnyc.org/our-program/queens</a>	(917)-661-4500	OCFS Licensed and Approved.
Safe Horizon	<a href="https://www.safehorizon.org/">https://www.safehorizon.org/</a>	(800) 621-4673	OCFS Licensed and Approved.
Sakhi for South Asian Women	<a href="http://www.sakhi.org/">http://www.sakhi.org/</a>	(212) 868-6741	
Sanctuary for Families	<a href="https://sanctuaryforfamilies.org/">https://sanctuaryforfamilies.org/</a>	(212) 349-6009	OCFS Licensed and Approved.
Seamen's Society for Children & Families – Safe Passage	<a href="http://seamenssociety.org/domestic-violence-intervention/">http://seamenssociety.org/domestic-violence-intervention/</a>	(718) 447-7740	OCFS Licensed and Approved.
Services for the UnderServed (S:US)- formerly Palladia, Inc.	<a href="http://sus.org/">http://sus.org/</a>	(800) 621-HOPE (4673)	OCFS Licensed and Approved.
Urban Justice Center - Domestic Violence Project	<a href="https://dvp.urbanjustice.org/">https://dvp.urbanjustice.org/</a>	(718) 875-5062	OCFS Licensed and Approved.
Urban Resource Institute	<a href="http://urinyc.org/">http://urinyc.org/</a>	(888) 279-2211 or (888) 252-2890	OCFS Licensed and Approved.
Violence Intervention Program	<a href="http://www.vipmujeres.org/">http://www.vipmujeres.org/</a>	(800) 664-5880	24/7 bilingual Spanish/English hotline - OCFS Licensed and Approved.
Volunteers of America, Greater New York	<a href="https://www.voa-gny.org/">https://www.voa-gny.org/</a>	N/A	OCFS Licensed and Approved.
<b>NIAGARA</b>			
Family & Children's Service of Niagara, Inc.	<a href="http://niagarafamily.org/">http://niagarafamily.org/</a>	(716) 285-6984	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
YWCA of Niagara Frontier–	<a href="http://www.ywcaniagarafrontier.org/services-at-ywca-niagara-frontier/womens-services/crisis-services/">http://www.ywcaniagarafrontier.org/services-at-ywca-niagara-frontier/womens-services/crisis-services/</a>	(716) 433-6716	Provides both residential and non-residential domestic

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
Alternatives to Domestic Violence			violence services. OCFS Licensed and Approved.
YWCA of the Tonawandas	<a href="http://www.ywcaniagarafrontier.org/contact-ywca-niagara-frontier/">http://www.ywcaniagarafrontier.org/contact-ywca-niagara-frontier/</a>	(716) 692-5580	Presta servicios contra la violencia doméstica no residenciales. Licenciado y aprobado por OCFS, la Oficina de Servicios para Niños y Familias del Estado de Nueva York.
Neighborhood Legal Services	<a href="http://www.nls.org/">http://www.nls.org/</a>	(716) 284-8831	
<b>ONEIDA</b>			
YWCA of the Mohawk Valley	<a href="http://ywcamv.org/">http://ywcamv.org/</a>	(315) 797-7740	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>ONONDAGA</b>			
LA LIGA Spanish Action League of Onondaga County, Inc.	<a href="http://www.laligaupstateny.org/">http://www.laligaupstateny.org/</a>	(315) 410-0945	Provides non-residential domestic violence services. OCFS Licensed and Approved.
The Salvation Army of the Syracuse Area	<a href="http://syracusenysalvationarmy.org/SyracuseNY/Contact">http://syracusenysalvationarmy.org/SyracuseNY/Contact</a>	(315) 479-3651	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Vera House, Inc.	<a href="http://www.verahouse.org/">http://www.verahouse.org/</a>	(315) 468-3260	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
Frank H. Hiscock Legal Aid Society	<a href="https://hlalaw.org/">https://hlalaw.org/</a>	(315) 422-8191	

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
<b>ONTARIO</b>			
Family Counseling Services of the Finger Lakes	<a href="http://fcsfl.org/">http://fcsfl.org/</a>	(800) 695-0390	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Safe Harbors of the Finger Lakes	<a href="http://safeharborsfl.org/">http://safeharborsfl.org/</a>	(800) 247-7273	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Victim Resource Center of the Finger Lakes, Inc.	<a href="http://www.vrcfl.org/home0.aspx">http://www.vrcfl.org/home0.aspx</a>	(866) 343-8808	Provides residential domestic violence services. OCFS Licensed and Approved.
<b>ORANGE</b>			
Safe Homes of Orange County	<a href="http://safehomesorangecounty.org/">http://safehomesorangecounty.org/</a>	(888) 503-4673	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>ORLEANS</b>			
Orleans County Dept. of Social Services	<a href="https://www.nyconnects.ny.gov/providers/orleans-county-dept-of-social-services-sofa-ag-376627">https://www.nyconnects.ny.gov/providers/orleans-county-dept-of-social-services-sofa-ag-376627</a>	(585) 589-3106	Provides non-residential domestic violence services. OCFS Licensed and Approved.
PathStone Domestic Violence	<a href="https://pathstone.org/">https://pathstone.org/</a>	(585) 589-8733	Provides residential domestic violence services. OCFS Licensed and Approved.
Neighborhood Legal Services	<a href="http://www.nls.org/">http://www.nls.org/</a>	(585) 343-5450	
<b>OSWEGO</b>			
Oswego County Opportunities, Inc. – Services to Aid Families	<a href="https://www.oco.org/crisis-development">https://www.oco.org/crisis-development</a>	(315) 342-1600	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
<b>OTSEGO</b>			
Opportunities for Otsego, Inc. – Violence Intervention Program	<a href="http://www.ofoinc.org/find-program/violence-intervention-program/">http://www.ofoinc.org/find-program/violence-intervention-program/</a>	(607) 432-4855	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>PUTNAM</b>			
Putnam/Northern Westchester Women’s Resource Center	<a href="http://www.pnwwrc.org/">http://www.pnwwrc.org/</a>	(845) 628-2166	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>RENSSELAER</b>			
In Our Own Voices LGBT Domestic Violence Support Line	<a href="http://www.inourownvoices.org/">http://www.inourownvoices.org/</a>	(518) 432-4341	Provides non-residential domestic violence services (Monday - Friday 9:00 AM -9:00 PM).
Unity House of Troy	<a href="http://www.unityhouseny.org/">http://www.unityhouseny.org/</a>	(518) 272-2370	Provides residential, transitional and non-residential domestic violence services. OCFS Licensed and Approved.
<b>ROCKLAND</b>			
Center for Safety and Change	<a href="http://www.centerforsafetyandchange.org/">http://www.centerforsafetyandchange.org/</a>	(845) 634-3344	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>SARATOGA</b>			
Wellspring	<a href="http://www.wellspringcares.org/">http://www.wellspringcares.org/</a>	(518) 584-8188	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.

<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
In Our Own Voices LGBT Domestic Violence Support Line	<a href="http://www.inourownvoices.org/">http://www.inourownvoices.org/</a>	(518) 432-4341	Provides non-residential domestic violence services (Monday - Friday 9:00 AM -9:00 PM).
Mechanicville Area Community Service Center Domestic Violence Advocacy Program	<a href="http://mechanicvilleareacomunityservicecenterinc.vpweb.com/Domestic-Violence-Advocacy.html">http://mechanicvilleareacomunityservicecenterinc.vpweb.com/Domestic-Violence-Advocacy.html</a>	(518) 664-4008	Provides non-residential domestic violence services. OCFS Licensed and Approved.
<b>SCHENECTADY</b>			
In Our Own Voices LGBT Domestic Violence Support Line	<a href="http://www.inourownvoices.org/">http://www.inourownvoices.org/</a>	(518) 432-4341	Provides non-residential domestic violence services (Monday - Friday 9:00 AM -9:00 PM).
YWCA of Northeastern New York	<a href="http://www.ywca-northeasternny.org/">http://www.ywca-northeasternny.org/</a>	(518) 374-3386	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>SCHOHARIE</b>			
Catholic Charities of Schoharie County Crime Victims Program	<a href="http://www.charitiesccdos.org/SchoharieCounty.html">http://www.charitiesccdos.org/SchoharieCounty.html</a>	(518) 234-2231	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>SCHUYLER</b>			
Catholic Charities of Chemung/Schuyl er County – First Steps Victim Services	<a href="https://cs-cc.org/programs-services/victim-services/">https://cs-cc.org/programs-services/victim-services/</a>	(607) 742-9629	Provides non-residential domestic violence services. OCFS Licensed and Approved.

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
<b>SENECA</b>			
Seneca County Community Counseling Center	<a href="https://www.co.seneca.ny.us/departments/dhs-administration/human-services-directory/name/seneca-county-community-counseling-center-mental-health-services/">https://www.co.seneca.ny.us/departments/dhs-administration/human-services-directory/name/seneca-county-community-counseling-center-mental-health-services/</a>	(315) 539-1980	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Safe Harbors of the Finger Lakes	<a href="http://safeharborsfl.org/">http://safeharborsfl.org/</a>	(800) 247-7273	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Victim Resource Center of the Finger Lakes, Inc.	<a href="http://www.vrcfl.org/home0.aspx">http://www.vrcfl.org/home0.aspx</a>	(866) 343-8808	Provides residential domestic violence services. OCFS Licensed and Approved.
<b>ST. LAWRENCE</b>			
St. Lawrence Valley Renewal House	<a href="http://slvrenewalhouse.org/">http://slvrenewalhouse.org/</a>	(315) 379-9845	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>STEUBEN</b>			
Arbor Housing & Development Domestic Violence Services	<a href="http://www.arbordevelopment.org/domestic">http://www.arbordevelopment.org/domestic</a>	(800) 286-3407	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>SUFFOLK</b>			
Brighter Tomorrows, Inc.	<a href="http://www.brightertomorrowli.org/">http://www.brightertomorrowli.org/</a>	(631) 395-1800	Provides residential, transitional and non-residential domestic violence services. OCFS Licensed and Approved.

<b><u>ORGANIZATION</u></b>	<b><u>WEBSITE</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>SERVICES PROVIDED</u></b>
Long Island Anti-Violence Project	<a href="http://211longisland.communityos.org/zf/profile/program/id/305965">http://211longisland.communityos.org/zf/profile/program/id/305965</a>	(516) 323-0011	Provides non-residential domestic violence services to LGBTQ survivors of intimate partner violence
L.I. Against Domestic Violence	<a href="http://www.liadv.org/">http://www.liadv.org/</a>	(631) 666-8833	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
The Retreat, Inc.	<a href="http://www.theretreatinc.org/">http://www.theretreatinc.org/</a>	(631) 329-2200	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
Victims Information Bureau of Suffolk (VIBS)	<a href="http://www.vibs.org/">http://www.vibs.org/</a>	(631) 360-3606	Provides non-residential domestic violence services. OCFS Licensed and Approved.
<b>SULLIVAN</b>			
Safe Homes of Orange County	<a href="http://safehomesorangecounty.org/">http://safehomesorangecounty.org/</a>	(888) 503-4673	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>TIOGA</b>			
A New Hope Center	<a href="http://www.anewhopecenter.org/">http://www.anewhopecenter.org/</a>	(800) 696-7600	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>TOMPKINS</b>			
The Advocacy Center of	<a href="http://www.theadvocacycenter.org/">http://www.theadvocacycenter.org/</a>	(607) 277-5000	Provides both residential and non-residential domestic

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
Tompkins County			violence services. OCFS Licensed and Approved.
<b>ULSTER</b>			
Family of Woodstock Inc.	<a href="http://www.familyofwoodstockinc.org/">http://www.familyofwoodstockinc.org/</a>	(845) 679-2485	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>WARREN</b>			
Catholic Charities of Warren, Washington and Saratoga Counties – The Domestic Violence Project	<a href="http://www.ccrda.org/agencies_and_programs/Saratoga-Warren-Washington-Counties_109_2_sb.htm">http://www.ccrda.org/agencies_and_programs/Saratoga-Warren-Washington-Counties_109_2_sb.htm</a>	(518) 793-9496	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>WASHINGTON</b>			
Catholic Charities of Warren, Washington and Saratoga Counties – The Domestic Violence Project	<a href="http://helpstorehopecenter.org/">http://helpstorehopecenter.org/</a>	(518) 793-9496	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>WAYNE</b>			
Victim Resource Center of the Finger Lakes, Inc.	<a href="http://www.vrcfl.org/home0.aspx">http://www.vrcfl.org/home0.aspx</a>	(866)343-8808	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
<b>WESTCHESTER</b>			
Hope's Door, Inc.	<a href="http://hopesdoorny.org/">http://hopesdoorny.org/</a>	(888) 438-8700	Provides both residential and non-



<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
			residential domestic violence services. OCFS Licensed and Approved.
My Sisters' Place	<a href="http://mspny.org/">http://mspny.org/</a>	(800) 298-SAFE/7233	Provides both residential and non-residential domestic violence services. OCFS Licensed and Approved.
Westchester County Office for Women	<a href="http://women.westchestergov.com/">http://women.westchestergov.com/</a>	Family Helpline/Hotline weekdays 9am – 5pm (914) 995-5972  Weekend and after hours (914) 995-2099  Spanish Language (White Plains) (914) 995-6581;  Spanish Language (Yonkers) (914) 231-2882	Provides non-residential domestic violence services. OCFS Licensed and Approved
<b>WYOMING</b>			
RESTORE Sexual Assault Services Wyoming County DSS Domestic Violence Project	<a href="https://restoresas.org/">https://restoresas.org/</a>	(585) 786-5450	Provides non-residential domestic violence services. OCFS Licensed and Approved.
24 Hour Domestic Violence Hotline	N/A	(800) 527-1757	
Neighborhood Legal Services	<a href="http://www.nls.org/">http://www.nls.org/</a>	(585) 343-5450	

<u>ORGANIZATION</u>	<u>WEBSITE</u>	<u>PHONE NUMBER</u>	<u>SERVICES PROVIDED</u>
<b>YATES</b>			
Family Counseling Services of the Finger Lakes	<a href="http://fcsfl.org/">http://fcsfl.org/</a>	(800) 695-0390	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Safe Harbors of the Finger Lakes	<a href="http://safeharborsfl.org/">http://safeharborsfl.org/</a>	(800) 247-7273	Provides non-residential domestic violence services. OCFS Licensed and Approved.
Victim Resource Center of the Finger Lakes, Inc.	<a href="http://www.vrcfl.org/home0.aspx">http://www.vrcfl.org/home0.aspx</a>	(866)343-8808	Provides both residential domestic violence services. OCFS Licensed and Approved.

Individuals with current or former lived experience of homelessness have a deep understanding of the realities of homelessness. The uniqueness of each person's life story, resilience and journey through homelessness is invaluable. Since April 2023, the Westchester County Continuum of Care Partnership to End Homelessness has received input, feedback, and direction from the Lived Experience Advisory Group, also known as LEAG.

LEAG consists of 6-10 people including Westchester CoC's Lived Experience Board Member and Peer Intern who serve as LEAGs co-facilitators. Each LEAG member has experienced homelessness within the last 7 years.

LEAG Members have made and continue to make recommendations for improvement within Westchester's homeless response system and assist with implementation of services, ultimately serving as a platform to coordinate with traditional systems of care in ending homelessness across Westchester County.

An example of LEAG bridging the gap between systems of care and the experience of being homeless was recently, when we observed that people who were recently housed were experiencing tremendous difficulty acclimating to living on their own once they received permanent housing. Daily tasks such as maintaining hygiene, sweeping/mopping and putting together basic furniture proved to be arduous. As a result of this, LEAG set out into the community and identified an organization able to teach newly housed individuals how to maintain their homes. LEAG partnered with Westchester Independent Living Center to host an informational session where these services were presented, discussed, and recorded to assist future newly housed participants.

Westchester CoC's aim is to utilize the feedback and guidance from LEAG to foster the development of self-determination, leadership skills and sense of empowerment among consumers and to create a working partnership between consumers and providers to improve the

quality of services provided and to serve as clear line between Coc leadership staff and consumers. As per vote by unanimous decision, LEAG is proud to support Westchester CoC's overall approach in the 2023 NOFO Application process and how Westchester CoC will use the requested funding to serve people experiencing homelessness in Westchester County. LEAG supports the priorities for serving individuals and families experiencing homelessness with severe service needs in Westchester CoC's geographic area.

Regards,

Angela Bailey, Lived Experience Board Member & LEAG Co-Chair

X Angela Bailey

Paul Koziel, WCoC Peer Intern & LEAG Co-Chair

X Paul Koziel

Edith Allen, LEAG Member

X Edith Allen

Natisha Williams, LEAG Member

X Natisha Williams

X Janice Rodriguez

Westchester County  
Continuum of Care Partnership for the Homeless

**1D-2a. Housing First Evaluation**

Housing First Evaluation is part of annual monitoring audits of all CoC projects which cover both project performance and client file documentation.

In the attached sample completed audit checklist, we have highlighted the sections of the overall project checklist related to Housing First and the sections of the client file checklist related to Housing First (6 client files were reviewed).

Highlighted:

Project checklist item #5 - 2<sup>nd</sup> and 3<sup>rd</sup> parts (page 2 in this pdf)

Client file checklist items #2 and #10 - 2<sup>nd</sup> and 3<sup>rd</sup> parts (pages 4 through 15 in this pdf).

# CoC PSH Site Visit PROJECT Checklist

Agency MHAW Date: 07/12/23  
 Project: Shallow Rent Review month(s)/year(s): March 2023

## PROJECT SPECIFIC

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	1. Is project currently at capacity? <p style="text-align: center;"><b>NO</b></p>	Number of current households <u>18</u> Target number <u>21</u>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Are supportive services being provided consistent with approved application?	Describe any problems identified: <p style="text-align: center;"><i>see capacity of care</i></p>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<p><b>Administrative Review</b></p> 3. Are there procedures in place for Admin Review? Were no clients terminated for lack of sobriety or non-participation in services? Were clients terminated for rental arrears first offered a payment plan?	Yes <input type="checkbox"/> No <input type="checkbox"/> Number of reviews conducted since last site visit _____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<p><b>HMIS</b></p> 4. Were exit assessments completed for all clients who exited this year?	Yes <input type="checkbox"/> No <input type="checkbox"/> If "No" number of delinquent clients _____
Yes <input type="checkbox"/> No <input type="checkbox"/>	Are there on-time entry & annual assessments for all members of the household?	Yes <input type="checkbox"/> No <input type="checkbox"/> If "No" number of members missing _____
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<p><b>Coordinated Entry</b></p> 5. Were ALL enrollments since last visit referrals from CoC Coordinated Entry?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If "No" number of non-CE enrollments Out of _____ total enrollments
Yes <input type="checkbox"/> No <input type="checkbox"/>	Does the project respond to CE referrals and house clients in a timely manner, meeting local benchmarks?  Were case notes entered in HMIS at least every 2 weeks and after every event for all referrals?	Describe any problems identified: <p style="text-align: center;"><b>NO</b> for 13/13</p> <p style="text-align: right;"><i>yes, all CE timeliness targets met.</i></p>
Yes <input type="checkbox"/> No <input type="checkbox"/>	Do Rejected referral forms show no one was rejected on the basis of abstinence, income, health/mental health history, service participation, criminal history, treatment adherence, "housing readiness", victimization, gender, marital status, sexual orientation, or gender identity	Describe any problems identified: 419470 - has section 8 445506 - shelter subs. says needs appropriate care 449477 - can't find on bread (but vid accepted later) 450385 - no disability on file

# CoC PSH Site Visit PROJECT Checklist

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Fiscal</b> 6. <b>Monthly vouchers Submitted?</b> (By 15 <sup>th</sup> of following month)	Describe any problems identified:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. <b>Vouchers submitted accurately</b> and recorded into General Ledger properly after payment?	Describe any problems identified:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	8. <b>Is rate of fund use sufficient to use all grant funds?</b>  <i>no, not SS lines or Admin</i>	Describe any problems identified:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9. <b>Programmatic info being updated on the vouchers in a timely manner?</b>  ✓	Describe any problems identified:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	10. <b>Annual Federal Single Audit done?</b>  ✓	Describe any problems identified:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	11. <b>Documentation for OTPS Services, Operating and Admin expenses</b> including receipts and canceled checks available for OTPS	Describe any problems identified:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	12. <b>Documentation for Personnel Services, Operating and Admin expenses</b> Describe any problems identified:	OMB compliant activity logs and time sheets present for all project staff  Yes <input type="checkbox"/> No <input type="checkbox"/> <i>all timesheets + A/L</i>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	13. <b>Is program income from occupancy charges collected tracked properly in accounting system?</b> Is program income from occupancy charge spent only on eligible activities, as documented properly?	Describe any problems identified: <i>yes in G/L as revenue and expenses</i>
Yes <input type="checkbox"/> No <input type="checkbox"/>	14. <b>Match requirement:</b> a) Match is properly documented and sufficient amount b) Match is entered into General Ledger accurately	Describe any problems identified:  ↓ <i>all match from occupancy charges</i>

## CoC PSH Site Visit CHART checklist

Agency <u>MHAW</u>	Date: <u>07/12/23</u>
Project: <u>Shallow Rent</u>	Review month(s)/year(s): <u>March 2023</u>

### CLIENT/UNIT SPECIFIC

<b>Compliant</b>	<b>Document</b> <u>Lizette</u>	<u>C</u>	<b>Client 1</b>
	First name	Last initial	HMIS Project Start Date <u>12/10/18</u>
	Client HMIS ID <u>15596</u>		Move-In Date <u>1/14/19</u>
	<b>Apartment Address at time of Review</b>		<u>20 N Bway 10701 2D</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>1. Environmental Review for this project at above address</b>		<input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>2. Case notes document: Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/education &amp; housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular &amp; developed over time.</b>		<u>no links to community services in notes</u> <u>case notes are focused on apartment</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>3. Homeless Status Verification</b> <b>Chronic Homeless may be required until end of FY2016 grant and DedicatedPLUS starting FY2017</b> Describe problems identified:		Prior Residence <u>CFC</u> Form of Documentation <u>CFC letter</u> Exit date from prior residence <u>7/27/18 - 1/13/19</u> Matches Move-In Date Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>4. Disability Verification</b> Describe problems identified:		SSI letter <input type="checkbox"/> Letter signed by licensed professional with HUD language <input checked="" type="checkbox"/> <u>SMD LMSW</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>5. Releases of Information (note if expired)</b> Describe problems identified:		Financial Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> HMIS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Note:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>6. Rent Reasonableness Certification</b> Describe problems identified:		Payment Standard \$ <u>2066.07</u> Date <u>11/20/22</u> Within last 12 months Yes <input type="checkbox"/> No <input type="checkbox"/> Blank sections or incomplete addresses? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>w/into 3 rules</u> All units in same ZIP code Yes <input type="checkbox"/> No <input type="checkbox"/> Payment Standard calculated correctly Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Rent Reasonableness value matches vouchers?</b>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>7. Signed Lead Based Paint disclosure (families only)</b>		<input checked="" type="checkbox"/>



### CoC PSH Site Visit CHART checklist

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>8. Housing Quality Standards inspection</b> Describe problems identified:	Date of last PASS HQS inspection <u>12/3/22</u> All items are PASS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Complete HUD unit address Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Page 1 Year Constructed, # Children, # bedrooms, landlord address fields completed Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Item 4.1 Room Code(s) entered Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sections 6, 7, 8 no items left blank Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>9. Client Contribution Calculation Worksheet</b> Describe problems identified:	Calculated Contribution <u>\$295</u> Date <u>1/1/23</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No calculation errors Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Calculated value matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Documentation supporting values</b>	Award Letter <input checked="" type="checkbox"/> Letter from Employer <input type="checkbox"/> Paystubs <input type="checkbox"/> Other <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>10. Occupancy Agreement signed monthly by client</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>HUD Termination Procedures with clear appeal procedures and due process</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Occupancy Agreement does not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>and Mandated Reporter rider for child abuse &amp; school enrollment (families only)</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>11. Compliance with Fair Housing regs</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>12. VAWA regulations compliant</b> Describe problems identified:	Signed VAWA rights notice Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sublease addendum Signed by provider and client Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lease addendum Signed by landlord and tenant Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>13. Lease between subrecipient and landlord</b> Describe problems identified:	Dates of Lease <u>12/1/22 + 1yr</u> Rent Amount \$ <u>1900</u> Proof of rent payments/cancelled checks Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Does lease rent amount match vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## CoC PSH Site Visit CHART checklist

Agency <u>MHAW</u>	Date: <u>07/12/23</u>
Project: <u>Shallow Rent</u>	Review month(s)/year(s): <u>March 2023</u>

### CLIENT/UNIT SPECIFIC

<b>Compliant</b>	<b>Document</b>	<b>Client 1</b>
	First name <u>Jose</u> Last initial <u>S</u> Client HMIS ID <u>446252</u>	HMIS Project Start Date <u>11/17/21</u> Move-In Date <u>1/25/22</u>
	<b>Apartment Address at time of Review</b>	<u>125-127 Sidney #3 10550</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>1. Environmental Review for this project at above address</b>	<input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>2. Case notes document: Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/education &amp; housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular &amp; developed over time.</b>	<u>apartment housing focused, not needs based hrs</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>3. Homeless Status Verification</b> <b>Chronic Homeless may be required until end of FY2016 grant and DedicatedPLUS starting FY2017</b> Describe problems identified:	Prior Residence <u>Bway Manor</u> Form of Documentation <u>ES letter + PHHS</u> Exit date from prior residence <u>1/25/22</u> Matches Move-In Date Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>4. Disability Verification</b> Describe problems identified:	SSI letter <input type="checkbox"/> Letter signed by licensed professional with HUD language <input checked="" type="checkbox"/> <u>CHC WID</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>5. Releases of Information (note if expired)</b> Describe problems identified:	Financial Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Medical Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> HMIS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Note:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>6. Rent Reasonableness Certification</b> Describe problems identified:	Payment Standard \$ <u>1938.33</u> Date <u>12/14/22</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Blank sections or incomplete addresses? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> All units in same ZIP code Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Payment Standard calculated correctly Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Rent Reasonableness value matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>7. Signed Lead Based Paint disclosure (families only)</b>	<u>NA</u>

**CoC PSH Site Visit CHART checklist**

*no response in 30 days* FAIL

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>8. Housing Quality Standards inspection</b> Describe problems identified:	Date of last PASS HQS inspection <u>12/1/22</u> All items are PASS Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Within last <u>12</u> months Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Complete HUD unit address Yes <input type="checkbox"/> No <input type="checkbox"/> Page 1 Year Constructed, # Children, # bedrooms, landlord address fields completed Yes <input type="checkbox"/> No <input type="checkbox"/> Item 4.1 Room Code(s) entered Yes <input type="checkbox"/> No <input type="checkbox"/> Sections 6, 7, 8 no items left blank Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>9. Client Contribution Calculation Worksheet</b> Describe problems identified:	Calculated Contribution \$ <u>149</u> Date <u>3/1/23</u> Within last 12 months Yes <input type="checkbox"/> No <input type="checkbox"/> No calculation errors Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Calculated value matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Documentation supporting values</b>	Award Letter <input type="checkbox"/> Letter from Employer <input type="checkbox"/> Paystubs <input type="checkbox"/> Other <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>10. Occupancy Agreement signed monthly by client</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>HUD Termination Procedures with clear appeal procedures and due process</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Occupancy Agreement does not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>and Mandated Reporter rider for child abuse &amp; school enrollment (families only)</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>11. Compliance with Fair Housing regs</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>12. VAWA regulations compliant</b> Describe problems identified:	Signed VAWA rights notice Yes <input type="checkbox"/> No <input type="checkbox"/> Sublease addendum Signed by provider and client Yes <input type="checkbox"/> No <input type="checkbox"/> Lease addendum Signed by landlord and tenant Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>13. Lease between subrecipient and landlord</b> Describe problems identified:	Dates of Lease <u>1/1/22 - 12/31/22</u> Rent Amount \$ <u>1550</u> Proof of rent payments/cancelled checks Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Does lease rent amount match vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

*MISSING (8/1/2023)*

## CoC PSH Site Visit CHART checklist

Agency <u>MHAW</u>	Date: <u>07/12/23</u>
Project: <u>Shallow Rent</u>	Review month(s)/year(s): <u>March 2023</u>

### CLIENT/UNIT SPECIFIC

Compliant	Document	Client 1
	First name <u>Patricia</u> Last initial <u>J</u> Client HMIS ID <u>435586</u>	HMIS Project Start Date <u>3/29/2022</u> Move-In Date <u>6/1/2022</u>
	Apartment Address at time of Review	<u>2 Whelan Pl Apt 3 Van Kers NY 10703</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>1. Environmental Review for this project at above address</b>	✓
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>2. Case notes document: Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/education &amp; housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular &amp; developed over time.</b>	<u>Assesment signed by client not dated / si &amp; incomplete</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>3. Homeless Status Verification</b> <b>Chronic Homeless may be required until end of FY2016 grant and DedicatedPLUS starting FY2017</b> Describe problems identified:	Prior Residence <u>Shelter-ywca</u> Form of Documentation <u>Letter</u> Exit date from prior residence <u>6/1/2022</u> Matches Move-In Date Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>4. Disability Verification</b> Describe problems identified:	SSI letter <input type="checkbox"/> Letter signed by licensed professional with HUD language <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>5. Releases of Information (note if expired)</b> Describe problems identified:	Financial Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> HMIS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Note:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>6. Rent Reasonableness Certification</b> Describe problems identified:	Payment Standard \$ <u>1879.33</u> date <u>5/24/2022</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Blank sections or incomplete addresses? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> All units in same ZIP code Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Payment Standard calculated correctly Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Rent Reasonableness value matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>7. Signed Lead Based Paint disclosure (families only)</b>	<u>NA</u>

### CoC PSH Site Visit CHART checklist

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>8. Housing Quality Standards inspection</b> Describe problems identified:	Date of last PASS HQS inspection <u>5/13/2022</u> All items are PASS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Complete HUD unit address Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Page 1 Year Constructed, # Children, # bedrooms, landlord address fields completed Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Item 4.1 Room Code(s) entered Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sections 6, 7, 8 no items left blank Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>9. Client Contribution Calculation Worksheet</b> Describe problems identified:	Calculated Contribution \$ <u>223</u> Date <u>3/1/2023</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No calculation errors Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Calculated value matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Documentation supporting values</b>	Award Letter <input checked="" type="checkbox"/> Letter from Employer <input type="checkbox"/> Paystubs <input type="checkbox"/> Other <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>10. Occupancy Agreement signed monthly by client</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>HUD Termination Procedures with clear appeal procedures and due process</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Occupancy Agreement does not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>and Mandated Reporter rider for child abuse &amp; school enrollment (families only)</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>11. Compliance with Fair Housing regs</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>12. VAWA regulations compliant</b> Describe problems identified:	Signed VAWA rights notice Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sublease addendum Signed by provider and client Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lease addendum Signed by landlord and tenant Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>13. Lease between subrecipient and landlord</b> Describe problems identified:	Dates of Lease <u>06/01/2022 - 5/31/2023</u> Rent Amount \$ <u>1566.00</u> Proof of rent payments/cancelled checks Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Does lease rent amount match vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## CoC PSH Site Visit CHART checklist

Agency <u>MHAW</u>	Date: <u>07/12/23</u>
Project: <u>Shallow Rent</u>	Review month(s)/year(s): <u>March 2023</u>

### CLIENT/UNIT SPECIFIC

<b>Compliant</b>	<b>Document</b> <u>Brian</u> First name <span style="float: right; text-align: center;">✓ Last initial</span> Client HMIS ID <u>11835</u>	<b>Client 1</b> HMIS Project Start Date <u>6/1/18</u> Move-In Date <u>10/1/2012</u>
	<b>Apartment Address at time of Review</b>	<u>54-58 South Second Avenue LLC Mt. Vernon N.Y 10550</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>1. Environmental Review for this project at above address</b>	✓
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>2. Case notes document: Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/education &amp; housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular &amp; developed over time.</b>	<u>March case note present</u>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>3. Homeless Status Verification</b> <b>Chronic Homeless may be required until end of FY2016 grant and DedicatedPLUS starting FY2017</b> Describe problems identified: <u>Missing Documentation - (nothing to be done)</u>	Prior Residence _____ Form of Documentation _____ Exit date from prior residence _____ Matches Move-In Date Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>4. Disability Verification</b> Describe problems identified:	SSI letter <input checked="" type="checkbox"/> Letter signed by licensed professional with HUD language <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>5. Releases of Information (note if expired)</b> Describe problems identified:	Financial Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> HMIS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Note: <u>15666.675/24/2022</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>6. Rent Reasonableness Certification</b> Describe problems identified:	Payment Standard \$ <u>1858.33</u> Date <u>7/12/5/17/2022</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Blank sections or incomplete addresses? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> All units in same ZIP code Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Payment Standard calculated correctly Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Rent Reasonableness value matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>7. Signed Lead Based Paint disclosure (families only)</b>	<u>N/A</u>

**CoC PSH Site Visit CHART checklist**

5/31/2022

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>8. Housing Quality Standards inspection</b> Describe problems identified:	Date of last PASS HQS inspection <u>3/1/2023</u> All items are PASS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Complete HUD unit address Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Page 1 Year Constructed, # Children, # bedrooms, landlord address fields completed Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Item 4.1 Room Code(s) entered Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sections 6, 7, 8 no items left blank Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>9. Client Contribution Calculation Worksheet</b> Describe problems identified:	Calculated Contribution \$ <u>160.00</u> Date <u>3/1/2023</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No calculation errors Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Calculated value matches vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Documentation supporting values</b>	Award Letter <input checked="" type="checkbox"/> Letter from Employer <input type="checkbox"/> Paystubs <input type="checkbox"/> Other <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>10. Occupancy Agreement signed monthly by client</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>HUD Termination Procedures with clear appeal procedures and due process</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Occupancy Agreement does not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>and Mandated Reporter rider for child abuse &amp; school enrollment (families only)</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>11. Compliance with Fair Housing regs</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>12. VAWA regulations compliant</b> Describe problems identified:	Signed VAWA rights notice Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sublease addendum Signed by provider and client Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lease addendum Signed by landlord and tenant Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>13. Lease between subrecipient and landlord</b> Describe problems identified:	Dates of Lease <u>6/1/2021 - 5/31/2023 (2yr lease)</u> Rent Amount \$ <u>1430.00</u> Proof of rent payments/cancelled checks Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Does lease rent amount match vouchers?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## CoC PSH Site Visit CHART checklist

Agency <u>MHAW</u>	Date: <u>07/12/23</u>
Project: <u>Shallow Rent</u>	Review month(s)/year(s): <u>March 2023</u>

### CLIENT/UNIT SPECIFIC

Compliant	Document	Client 1
	First name <u>Jeannette</u> Last initial <u>D</u> Client HMIS ID <u>423233</u>	HMIS Project Start Date <u>11/27/17 - 9/30/22</u> Move-In Date <u>12/21/17</u>
	<b>Apartment Address at time of Review</b>	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>1. Environmental Review for this project at above address</b>	✓
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>2. Case notes document:</b> Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/education & housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular & developed over time.	Notes discuss O.C. Collection, not client benefits
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>3. Homeless Status Verification</b> Chronic Homeless may be required until end of FY2016 grant and DedicatedPLUS starting FY2017 Describe problems identified:	Prior Residence <u>Vernon Plaza</u> Form of Documentation <u>as letter</u> Exit date from prior residence <u>11/21 - 12/20/17</u> Matches Move-In Date Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>4. Disability Verification</b> Describe problems identified:	SSI letter <input type="checkbox"/> Letter signed by licensed professional with HUD language <input type="checkbox"/> <u>CHC M.P.</u>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>5. Releases of Information</b> (note if expired) Describe problems identified:	Financial Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> HMIS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Note:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>6. Rent Reasonableness Certification</b> Describe problems identified:	Payment Standard \$ <u>208333</u> Date <u>11/16/21</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Blank sections or incomplete addresses? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>per unit 1.5 rules</u> All units in same ZIP code Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Payment Standard calculated correctly Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Rent Reasonableness value matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>7. Signed Lead Based Paint disclosure (families only)</b>	



### CoC PSH Site Visit CHART checklist

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>8. Housing Quality Standards inspection</b> Describe problems identified:	Date of last <u>PASS</u> HQS inspection <u>11/1/21</u> All items are PASS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Complete HUD unit address Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Page 1 Year Constructed, # Children, # bedrooms, landlord address fields completed Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Item 4.1 Room Code(s) entered Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sections 6, 7, 8 no items left blank Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>9. Client Contribution Calculation Worksheet</b> Describe problems identified:	Calculated Contribution \$ <u>80</u> Date <u>3/1/22</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No calculation errors Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Calculated value matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Documentation supporting values</b>	Award Letter <input checked="" type="checkbox"/> Letter from Employer <input type="checkbox"/> Paystubs <input checked="" type="checkbox"/> Other <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>10. Occupancy Agreement signed monthly by client</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>HUD Termination Procedures with clear appeal procedures and due process</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Occupancy Agreement does not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>and Mandated Reporter rider for child abuse &amp; school enrollment (families only)</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>11. Compliance with Fair Housing regs</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>12. VAWA regulations compliant</b> Describe problems identified:	Signed VAWA rights notice Yes <input type="checkbox"/> No <input type="checkbox"/> Sublease addendum Signed by provider and client Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lease addendum Signed by landlord and tenant Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>13. Lease between subrecipient and landlord</b> Describe problems identified:	Dates of Lease <u>12/1/19 - 11/30/21</u> Rent Amount \$ <u>1575</u> Proof of rent payments/cancelled checks Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Does lease rent amount match vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>

## CoC PSH Site Visit CHART checklist

Agency <u>MHAW</u>	Date: <u>07/12/23</u>
Project: <u>Shallow Rent</u>	Review month(s)/year(s): <u>March 2023</u>

### CLIENT/UNIT SPECIFIC

<b>Compliant</b>	<b>Document</b> <u>HAHEEM</u> First name	<u>D</u> Last initial	<b>Client 1</b> HMIS Project Start Date <u>3/14/2023</u> Move-In Date <u>5/8/2023</u>
	Client HMIS ID <u>424155</u>		Apartment Address at time of Review <u>11 North 6th Avenue AP 2A Mt. Vernon NY 10550</u>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>1. Environmental Review for this project at above address</b>		
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>2. Case notes document:</b> Participant choice in community services and engagement with housing provider. Services provided are housing focused and include links to other community services such as income/employment, childhood/education & housing stabilization (provided by the housing provider or outside entities). Services are provided by developing relationships and engagement is regular & developed over time.		good relationship with client - linked to DSS
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>3. Homeless Status Verification</b> Chronic Homeless may be required until end of FY2016 grant and DedicatedPLUS starting FY2017 Describe problems identified:		Prior Residence <u>Shelter WestCoP</u> Form of Documentation <u>letter</u> Exit date from prior residence <u>5/8/2023</u> Matches Move-In Date Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>4. Disability Verification</b> Describe problems identified:		SSI letter <input type="checkbox"/> Letter signed by licensed professional with HUD language <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>5. Releases of Information (note if expired)</b> Describe problems identified:		Financial Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> HMIS Yes <input type="checkbox"/> No <input type="checkbox"/> Note:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>6. Rent Reasonableness Certification</b> Describe problems identified:		Payment Standard \$ <u>1838.33</u> Date <u>4/5/2023</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Blank sections or incomplete addresses? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> All units in same ZIP code Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Payment Standard calculated correctly Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Rent Reasonableness value matches vouchers?</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>7. Signed Lead Based Paint disclosure (families only)</b>		N/A

### CoC PSH Site Visit CHART checklist

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>8. Housing Quality Standards inspection</b> Describe problems identified:	Date of last PASS HQS inspection <u>4/26/2023</u> All items are PASS Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Complete HUD unit address Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Page 1 Year Constructed, # Children, # bedrooms, landlord address fields completed Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Item 4.1 Room Code(s) entered Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sections 6, 7, 8 no items left blank Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>9. Client Contribution Calculation Worksheet</b> Describe problems identified:	Calculated Contribution \$ <u>198.00</u> Date <u>5/1/2023</u> Within last 12 months Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No calculation errors Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Date matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Calculated value matches vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Documentation supporting values</b>	Award Letter <input checked="" type="checkbox"/> Letter from Employer <input type="checkbox"/> Paystubs <input type="checkbox"/> Other <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>10. Occupancy Agreement signed monthly by client</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>HUD Termination Procedures with clear appeal procedures and due process</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Occupancy Agreement does not require supportive services engagement, sobriety, or extra conditions not placed on general population tenants</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>and Mandated Reporter rider for child abuse &amp; school enrollment (families only)</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>11. Compliance with Fair Housing regs</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>12. VAWA regulations compliant</b> Describe problems identified:	Signed VAWA rights notice Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Sublease addendum Signed by provider and client Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lease addendum Signed by landlord and tenant Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>13. Lease between subrecipient and landlord</b> Describe problems identified:	Dates of Lease <u>05/01/2023 - 4/30/2025</u> Rent Amount \$ <u>1750.00</u> <span style="float: right;">2yr</span> Proof of rent payments/cancelled checks Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Does lease rent amount match vouchers?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Westchester County  
Continuum of Care Partnership for the Homeless

**1E-1. – Local Competition Announcement**

CoC Project Applications were due for local review in e-snaps on August 29, 2023. The due date was posted to our CoC website on July 11, 2023.

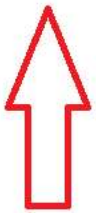
In addition, on July 17, 2023 our CoC posted our entire CoC timeline with all local due dates and notification dates on July 17, 2023.

Westchester County Continuum of Care 2023 Rank and Review Process including point values for objective criteria our CoC used to review and rank projects was also posted on July 7, 2023 to the CoC website.

Please find attached:

- 1) Screen shot showing public posting of the Project Application submission due date of 08/29/23 on the Westchester CoC website on July 11, 2023.
  
- 2) Screen shots showing public posting of the local CoC Application timeline with e-snaps Project Application submission due date of 08/29/23 on the Westchester CoC website on July 17, 2023.
  
- 3) Screen shot showing 2023 Rank and Review Process including document including point values for objective criteria our CoC used to review and rank projects was posted on July 7, 2023 to the CoC website.

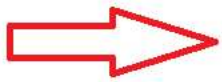
4) A copy of the Westchester County Continuum of Care 2023 Rank and Review Process posted to the website on that date.



# Westchester County CoC FY2023 NY-604 Application

## Local Westchester CoC FY2023 Competition Project Application Deadlines

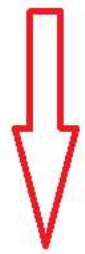
The FY2023 NOFO for the Continuum of Care Program Competition was released on 07/05/23. Per NOFO sections IV.G and V.B.2.g. the Westchester CoC must design, operate, and follow a collaborative process for the development of the application in response to the NOFO. As part of this process, we must establish internal competition deadlines as outlined below:



(1) Project Applicants. All project applications are required to be submitted to the Westchester CoC through e-snaps no later than 7:59:59 p.m on August 29, 2023 (no later than 30 days before the application deadline to HUD).

(2) CoC Notification to Project Applicants. The Westchester CoC will notify, in writing outside of e-snaps, all project applicants who submitted their project applications to the CoC whether their project application(s) will be accepted and ranked on the CoC Priority Listing, rejected, or reduced by the CoC no later than 7:59:59 p.m on September 13, 2023 (no later than 15 days before the application deadline to HUD).

Where a project application is being rejected or reduced, the Westchester CoC will notify the project applicant, in writing outside of e-snaps, with an explanation for the decision to reject or reduce the project application.

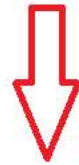
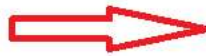




## Westchester County Continuum of Care

### FY2023 CoC Application timeline

- January 18 DCMH approved as Collaborative Applicant by CoC Board
- June 21 Ranking and Review policy approved by CoC Board
- July 5 CoC NOFO released by HUD
- July 12 Extra Board meeting for RFI
- July 17 Local Competition RFI for renewals and new projects released
- July 24 Notification of Renewal forms due
- July 25 1st draft of renewal scoring released  
Notice sent to Tier 2 projects
- July 26 Reallocation decisions at CoC Board meeting
- August 14 Bonus Project proposals due
- August 18 Bonus Project scoring due from CoC Board members and results announced
- August 29 Renewal Project Applications due in e-snaps  
New Project Applications due in e-snaps
- September 7 Final project scoring and ranking released
- September 11 Deadline to appeal scoring results
- September 12 CoC notices outside e-snaps to all applicants
- September 22 All Project Applications reviewed, amended, approved within e-snaps
- September 25 All Consolidated Application materials posted to CoC website
- September 28 HUD CoC Application submission deadline



The Westchester County CoC is soliciting



# FY2023 NY-604 Application

## Westchester County CoC (NY-604) Project Rank & Review Process approved by WCoC Board June 21, 2023

HUD has given local CoC's the opportunity to locally review, assess, score, then and rank renewal CoC projects for performance and compliance with the CoC Interim Rule at 24 CFR 578.

During a Board meeting held on June 21, 2023, the Westchester CoC Board approved a Ranking and Review Process with objective performance measure criteria by which to review, score, and rank renewal projects.

**WESTCHESTER COUNTY  
CONTINUUM OF CARE:  
2023 RANK AND REVIEW PROCESS**

Adopted by the Board of the Westchester County Continuum of Care on June 21, 2023.

**Summary**

HUD's Continuum of Care (CoC) homeless assistance program provides over \$20,000,000 of funding per year for homeless services in Westchester County which provides housing for over 900 homeless and formerly homeless households. HUD awards homeless assistance grants through an annual application process known as the CoC Program Competition.

The Westchester Continuum of Care (WC CoC) coordinates the implementation of a housing and service system within Westchester County that meets the needs of the homeless individuals (including unaccompanied youth) and families. The Westchester CoC also, in consultation with the Collaborative Applicant, develops a process to respond to the HUD CoC Program Competition.

In order for WC CoC to prioritize programs that are most effectively serving the community at the local level, the community has implemented a Rank and Review Process for new and renewal projects. This process uses objective criteria and (where available) past performance to gain knowledge of project effectiveness within the full CoC system.

**Multiple factors related to System Performance are used in the ranking** including Exits to Permanent Housing, Exits to Homelessness, Housing Utilization Rate, Increased Total Income, and Increased Earned Income.

**The process includes a specific method for evaluating projects submitted by victim service providers (if necessary).**

The CoC evaluates each renewal CoC project using objective data gathered from:

- HMIS APR report for the previous 12 months.
- HUD's FY2023 CoC Financial data
- SAGE APR Readiness Information
- Previous Project Application submitted to HUD

Click on the image to download the document. This document was approved by the WCoC Board of Directors on June 21, 2023.





---

# WESTCHESTER COUNTY CONTINUUM OF CARE: 2023 RANK AND REVIEW PROCESS

---

Adopted by the Board of the Westchester County Continuum of Care on June 21, 2023.

## **Summary**

HUD's Continuum of Care (CoC) homeless assistance program provides over \$20,000,000 of funding per year for homeless services in Westchester County which provides housing for over 900 homeless and formerly homeless households. HUD awards homeless assistance grants through an annual application process known as the CoC Program Competition.

The Westchester Continuum of Care (WC CoC) coordinates the implementation of a housing and service system within Westchester County that meets the needs of the homeless individuals (including unaccompanied youth) and families. The Westchester CoC also, in consultation with the Collaborative Applicant, develops a process to respond to the HUD CoC Program Competition.

In order for WC CoC to prioritize programs that are most effectively serving the community at the local level, the community has implemented a Rank and Review Process for new and renewal projects. This process uses objective criteria and (where available) past performance to gain knowledge of project effectiveness within the full CoC system.

**Multiple factors related to System Performance are used in the ranking** including Exits to Permanent Housing, Exits to Homelessness, Housing Utilization Rate, Increased Total Income, and Increased Earned Income.

**The process includes a specific method for evaluating projects submitted by victim service providers (if necessary).**

The CoC evaluates each renewal CoC project using objective data gathered from:

- HMIS APR report for the previous 12 months.
- HMIS System Performance (SysPM) report for the previous 12 months.
- LOCCS financial data
- SAGE APR timeliness information
- Previous Project Application submitted to HUD

**Scoring**

The 2023 Westchester CoC Project Ranking will be scored on a 73 point scale with the following breakdown:

Criteria	Source	Points	
<b>Factors related to System Performance</b>			
Exits to Permanent Housing/ Retention in Permanent Housing	SysPM 7b	PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0
Exits to Homelessness	APR Q23	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	
Increased participant earned income	SysPM 4.1	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0
Increased participant total income	SysPM 4.3	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0
<b>Project Performance factors</b>			
Housing Utilization Rate	APR Q7b and Q8b	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0
Participant Eligibility	CoC monitoring visit	0 to 5 points scored ( <i>% eligible participants x 5 points</i> )	
HMIS Data Quality	APR Q6	0 to 5 points @ -1 point per <i>data element error rate 5% or above Q6a, Q6b, Q6c</i>	

APR timeliness	SAGE	1 point per on time APR due in last two funding periods
Amount of funds recaptured by HUD	LOCCS and Project Application	0 to 5 points scored ( <i>% funds grant spent x 5 points</i> )
<b>Project Characteristics</b>		
Project serves a specialized population services or serves a population with severe needs	Project Application	5 points for serving one or more of the following: <ul style="list-style-type: none"> <li>• Youth</li> <li>• Victims of domestic violence</li> <li>• Families with children</li> <li>• Persons experiencing chronic homelessness</li> <li>• Veterans</li> <li>• Current or past substance use</li> <li>• Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status</li> <li>• Significant health or behavioral health challenges or functional impairments</li> </ul>
Project Component	Project Application	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)
Housing First	Project Application HMIS	5 points for Housing First 3 points for meeting local benchmarks for rapidly moving participants into housing (Acknowledge Referral, Accept/ Reject Referral, Move-in Accepted Referral).
Participation in Coordinated Entry	CoC attendance records	2 points for provider attendance at most CERC meetings when the project has any vacancies.
LGBTQ+ Inclusion Policy compliance	Agency discrimination complaint records	3 points for recipient and subrecipient adoption, implementation, and compliance with LGBTQ+ Inclusion Policy
CoC Board attendance	CoC attendance records	3 points for attendance at most CoC Board meetings [recipient and subrecipient]

**Note: Domestic Violence services providers may self-report their data (from a comparable database) to respond to performance criteria since they do not participate in the Westchester CoC HMIS.**

### **Project Ranking**

Using the above scoring matrix, all projects seeking funding are scored and placed in numerical order, referred to as the “ranking”. Ranking places an applicant in either Tier 1 or Tier 2 based on the criteria established by HUD in the NOFA and CoC priorities.

The HMIS and Westchester Coordinated Entry projects are not scored, but automatically ranked #1 and #2 because they provide funding necessary for the functioning of the entire CoC.

First and adequately performing (based on Technical Submission benchmarks) second time renewal projects are placed in bottom spots in Tier 1.

The project ranking is first shared with the Continuum of Care Board. The Board reviews the process and all scoring in order to adopt the ranking. Projects that fall into the bottom of the ranking in Tier 2, are contacted and notified of their ranking.

#### Bonus Projects and other CoC new funding

When HUD makes new CoC funding available through the CoC Bonus or other new funding categories, a separate RFI will be issued by the CoC to determine subrecipients to design and submit Project Applications to HUD for the new funding.

New projects will be ranked below renewals.

#### Reallocation

Reallocation is the process by which the CoC shifts funds, in whole or in part, from existing eligible renewal grants to new projects that can better address prioritized community need(s). Reallocating funds is one of the most important tools by which communities can make strategic improvements to their homelessness system. The CoC can decide to repurpose a project that is underperforming or may be more appropriately funded from other sources to fill that need. Criteria to assess performance or underperformance will include scoring/rank and review results, participation in Coordinated Entry, participation in the local CoC, and participation within HMIS. CoC funded agencies may also voluntarily propose to reallocate CoC funds. Additionally, if a project consistently demonstrates unsatisfactory project performance outcomes and fails to make significant changes to improve its performance, that project may be recommended for reallocation.

If funds are reallocated, any resulting new projects will be ranked below renewals. When funds are reallocated into an expansion of an existing renewal CoC project, the expansion may be ranked 1 rank below the existing CoC project.

Westchester County  
Continuum of Care Partnership for the Homeless

**1E-2. Local Competition Scoring Tool**

Projects were ranked based on Performance Measure criteria within the Westchester CoC 2023 Rank and Review Process approved by the CoC Board on June 21, 2023.

The Performance Measures include 73 out of 73 points from objective criteria to rank projects (including increase in participant earned and total incomes, participant eligibility, occupancy rates, housing utilization rate, HMIS data quality, APR timeliness, Housing First, and Coordinated Entry participation), and included 20 out of 73 points based on system performance criteria (% exits to/retention in permanent housing destinations, % exits to homelessness, and increases in participant earned and total incomes).

All 16 CoC projects submitted for renewal and appearing on the HUD Grant Inventory Worksheet (GIW) were ranked based on those Performance Measure criteria.

The results of the Project Ranking based on those criteria were discussed and approved by the CoC Board on July 26, 2023. New projects were added to the ranking on September 6, 2023.

Please find attached:

- 1) Westchester CoC 2023 Rank and Review Process with project ranking criteria, and
- 2) Full ranking sheet including score in every ranking criteria all 16 renewal projects, 3 new projects, and 1 Planning project. For renewals, the sheet shows the raw data and resulting score for each criteria, with the Total Score for each project and resulting rank for each project.

---

# WESTCHESTER COUNTY CONTINUUM OF CARE: 2023 RANK AND REVIEW PROCESS

---

Adopted by the Board of the Westchester County Continuum of Care on June 21, 2023.

## **Summary**

HUD's Continuum of Care (CoC) homeless assistance program provides over \$20,000,000 of funding per year for homeless services in Westchester County which provides housing for over 900 homeless and formerly homeless households. HUD awards homeless assistance grants through an annual application process known as the CoC Program Competition.

The Westchester Continuum of Care (WC CoC) coordinates the implementation of a housing and service system within Westchester County that meets the needs of the homeless individuals (including unaccompanied youth) and families. The Westchester CoC also, in consultation with the Collaborative Applicant, develops a process to respond to the HUD CoC Program Competition.

In order for WC CoC to prioritize programs that are most effectively serving the community at the local level, the community has implemented a Rank and Review Process for new and renewal projects. This process uses objective criteria and (where available) past performance to gain knowledge of project effectiveness within the full CoC system.

***Multiple factors related to System Performance are used in the ranking*** including Exits to Permanent Housing, Exits to Homelessness, Housing Utilization Rate, Increased Total Income, and Increased Earned Income.

***The process includes a specific method for evaluating projects submitted by victim service providers (if necessary).***

The CoC evaluates each renewal CoC project using objective data gathered from:

- HMIS APR report for the previous 12 months.
- HMIS System Performance (SysPM) report for the previous 12 months.
- LOCCS financial data
- SAGE APR timeliness information
- Previous Project Application submitted to HUD

**Scoring**

The 2023 Westchester CoC Project Ranking will be scored on a 73 point scale with the following breakdown:

Criteria	Source	Points	
<b>Factors related to System Performance</b>			
Exits to Permanent Housing/ Retention in Permanent Housing	SysPM 7b	PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0
Exits to Homelessness	APR Q23	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	
Increased participant earned income	SysPM 4.1	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0
Increased participant total income	SysPM 4.3	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0
<b>Project Performance factors</b>			
Housing Utilization Rate	APR Q7b and Q8b	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0
Participant Eligibility	CoC monitoring visit	0 to 5 points scored ( <i>% eligible participants x 5 points</i> )	
HMIS Data Quality	APR Q6	0 to 5 points @ -1 point per <i>data element error rate 5% or above Q6a, Q6b, Q6c</i>	

APR timeliness	SAGE	1 point per on time APR due in last two funding periods
Amount of funds recaptured by HUD	LOCCS and Project Application	0 to 5 points scored ( <i>% funds grant spent x 5 points</i> )
<b>Project Characteristics</b>		
Project serves a specialized population services or serves a population with severe needs	Project Application	5 points for serving one or more of the following: <ul style="list-style-type: none"> <li>• Youth</li> <li>• Victims of domestic violence</li> <li>• Families with children</li> <li>• Persons experiencing chronic homelessness</li> <li>• Veterans</li> <li>• Current or past substance use</li> <li>• Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status</li> <li>• Significant health or behavioral health challenges or functional impairments</li> </ul>
Project Component	Project Application	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)
Housing First	Project Application HMIS	5 points for Housing First 3 points for meeting local benchmarks for rapidly moving participants into housing (Acknowledge Referral, Accept/ Reject Referral, Move-in Accepted Referral).
Participation in Coordinated Entry	CoC attendance records	2 points for provider attendance at most CERC meetings when the project has any vacancies.
LGBTQ+ Inclusion Policy compliance	Agency discrimination complaint records	3 points for recipient and subrecipient adoption, implementation, and compliance with LGBTQ+ Inclusion Policy
CoC Board attendance	CoC attendance records	3 points for attendance at most CoC Board meetings [recipient and subrecipient]

**Note: Domestic Violence services providers may self-report their data (from a comparable database) to respond to performance criteria since they do not participate in the Westchester CoC HMIS.**

### Project Ranking

Using the above scoring matrix, all projects seeking funding are scored and placed in numerical order, referred to as the “ranking”. Ranking places an applicant in either Tier 1 or Tier 2 based on the criteria established by HUD in the NOFA and CoC priorities.

The HMIS and Westchester Coordinated Entry projects are not scored, but automatically ranked #1 and #2 because they provide funding necessary for the functioning of the entire CoC.



First and adequately performing (based on Technical Submission benchmarks) second time renewal projects are placed in bottom spots in Tier 1.

The project ranking is first shared with the Continuum of Care Board. The Board reviews the process and all scoring in order to adopt the ranking. Projects that fall into the bottom of the ranking in Tier 2, are contacted and notified of their ranking.

#### Bonus Projects and other CoC new funding

When HUD makes new CoC funding available through the CoC Bonus or other new funding categories, a separate RFI will be issued by the CoC to determine subrecipients to design and submit Project Applications to HUD for the new funding.

New projects will be ranked below renewals.

#### Reallocation

Reallocation is the process by which the CoC shifts funds, in whole or in part, from existing eligible renewal grants to new projects that can better address prioritized community need(s). Reallocating funds is one of the most important tools by which communities can make strategic improvements to their homelessness system. The CoC can decide to repurpose a project that is underperforming or may be more appropriately funded from other sources to fill that need. Criteria to assess performance or underperformance will include scoring/rank and review results, participation in Coordinated Entry, participation in the local CoC, and participation within HMIS. CoC funded agencies may also voluntarily propose to reallocate CoC funds. Additionally, if a project consistently demonstrates unsatisfactory project performance outcomes and fails to make significant changes to improve its performance, that project may be recommended for reallocation.

If funds are reallocated, any resulting new projects will be ranked below renewals. When funds are reallocated into an expansion of an existing renewal CoC project, the expansion may be ranked 1 rank below the existing CoC project.

Applicant Name	Project Name	Grant Number	Total ARA/Total Requested	Exits to Permanent Housing/ Retention in Permanent Housing	Exits to Homelessness	Increased participant earned income	Increased participant total income	Housing Utilization Rate	Participant Eligibility	HMIS DQ						
				SysPM 7b	7b data	APR Q23	% exits to homelessness	SysPM 4.1	4.1 data	SysPM 4.3	4.3 data	APR 8b	utilization rate households	CoC monitoring visit	% eligible	APR Q6
				PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0	0 to 5 points scored (% eligible participants x 5 points)	0 to 5 points @ -1 point per data element error rate 5% or above Q6a, Q6b, Q6c		

			EXITS TO PH	EXITS TO HOMELESSNESS	INCREASED EMPLOYMENT INCOME	INCREASED ALL INCOME	RESIDENCY RATE	ELIGIBILITY	HMIS DQ
Westchester County Department of Community Mental Health	Westchester CoC Planning	NY1470L2T042200	\$500,000						
Westchester County Department of Social Services	HMIS	NY0749L2T042213	\$260,000						
Westchester County Department of Social Services	HMIS expansion		\$40,000						
Westchester County Department of Social Services	Westchester Coordinated Entry	NY1050L2T042207	\$640,873						
Westchester County Department of Social Services	First Steps	NY0862L2T042211	\$961,165	5.00	100.00%	5.00	0%	5	27%
Westchester County Department of Social Services	Homestead	NY0478L2T042215	\$519,137	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 06	NY0625L2T042214	\$311,693	5.00	100.00%	5.00	0%	5	19%
Westchester County Department of Social Services	New Start	NY1049L2T042205	\$859,733	5.00	96.55%	5.00	0%	4	29%
Westchester County Department of Community Mental Health	DCMH RAP	NY0488L2T042215	\$9,819,022	3.00	98.64%	4.00	8%	4	5%
The Municipal Housing Authority for the City of Yonkers	Rapid Road To Housing	NY1124L2T042206	\$938,003	5.00	95.83%	5.00	1%	4	25%
Mount Vernon Urban Renewal Agency	Shallow Rent	NY0475L2T042215	\$430,860	3.00	96.97%	3.00	13%	0	0%
The Municipal Housing Authority for the City of Yonkers	Yonkers RA	NY0496L2T042215	\$647,703	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 05	NY0816L2T042212	\$318,037	1.00	83.33%	2.00	17%	4	5%
Westchester County Department of Social Services	RISE	NY1237D2T042204	\$630,981	4.00	82.05%	3.00	10%	5	67%
Mount Vernon Urban Renewal Agency	CMV RA 07	NY0627L2T042214	\$109,810	5.00	100.00%	5.00	0%	0	0%
Westchester County Department of Social Services	Turning Point	NY0988L2T042208	\$3,476,293	3.00	98.03%	3.00	14%	1	0.93%
HOPE Community Services, Inc.	CNR Rehousing Initiative	NY0861L2T042211	\$316,454	2.00	93.33%	5.00	0%	5	20%
Westchester County Department of Social Services	Stepping Stones	NY0864L2T042211	\$329,915	0.00	50%	5.00	0%	4	31%
			\$21,109,679	5		5		5	
Westchester County Department of Community Mental Health	DCMH CaresPlus		\$602,231						
Westchester County Department of Social Services	Homestead expansion		\$699,938						
Westchester County Department of Social Services	PRISE		\$1,024,042						
Westchester County Department of Social Services	LIFT		\$680,123						

CoC Bonus \$1,439,878  
Tier 1 and 2 and Planning \$22,509,557

	APR timeliness	% unspent	% unspent	Population with severe needs	Project Component		Low Barrier			Participation in CE	CoC Board Attendance			SCORE	Total ARA/Total Requested	Project Name	Accepted or Rejected	RANK
# Q6 data elements 5%+ error rate	SAGE		% spent last APR	Project Application	Project Application	component	Project Application		LGBTQ+ policy compliance	CERC attendance records	CoC attendance records	recipient attendance most CoC Board meetings	provider attendance most CoC Board meetings	TOTAL				RANK
	1 point per on time APR due in last two funding periods	0 to 5 points scored (% funds grant spent x 5 points)		5 points for serving one or more of the following: <ul style="list-style-type: none"> <li>Youth</li> <li>Victims of domestic violence</li> <li>Families with children</li> <li>Persons experiencing chronic homelessness</li> <li>Veterans</li> <li>Current or past substance use</li> <li>Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status</li> <li>Significant health or behavioral health challenges or functional impairments</li> </ul>	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)		5 points for Housing First	3 points for Rapidly Moving participants into Housing [1 per CE Benchmark met]	3 points for submitted certification of compliance [recipient and subrecipient]	2 points for provider attendance at most CERC meetings when the project has any vacancies.	3 points for attendance at most CoC Board meetings [recipient and subrecipient]							
APR TIMELINESS FUNDING SPENT		SPECIAL POPULATION			HOUSING TYPE		HOUSING F CE BENCHMARKS		LGBTQ+ COMPLIANCE	CERC ATTENDANCE	CoC BOARD ATTENDANCE		TOTAL SCORE					
														100	\$500,000	Westchester CoC Planning	Accepted	Not Ranked
														99	\$760,000	HMIS	Accepted	1
														98	\$800,000	HMIS expansion	Accepted	2
														98	\$1,440,873	Westchester Coordinated Entry	Accepted	3
0	2	4.248414476	84.97%	5	10	PSH	5	3	3	2	3	1.5	1.5	69.25	\$2,402,038	First Steps	Accepted	4
0	2	4.9890594	99.80%	5	10	PSH	5	3	3	2	3	1.5	1.5	64.99	\$2,921,175	Homestead	Accepted	5
1	2	4.489582397	89.79%		10	PSH	5	3	3	2	3	1.5	1.5	62.08	\$3,232,868	CMV RA 06	Accepted	6
0	2	3.443108362	68.86%	3.28	10	RRH	0	3	3	2	3	1.5	1.5	58.72	\$4,092,601	New Start	Accepted	7
1	2	4.364814765	87.30%	1.61	10	PSH	5	3	2.571428571	2	3	1.5	1.5	58.05	\$13,911,623	DCMH RAP	Accepted	8
0	2	4.239869449	84.80%	2.5	10	RRH	0	3	3	2	1.5	0	1.5	57.24	\$14,849,626	Rapid Road To Housing	Accepted	9
0	2	4.653717913	93.07%	2.5	10	PSH	5	3	3	2	3	1.5	1.5	56.32	\$15,280,486	Shallow Rent	Accepted	10
1	2	4.572118317	91.44%		10	PSH	5	3	3	2	1.5	0	1.5	56.20	\$15,928,189	Yonkers RA	Accepted	11
1	2	5	100.00%	0.9375	10	PSH	5	3	3	2	3	1.5	1.5	55.44	\$16,246,226	CMV RA 05	Accepted	12
4	2	4.091663513	81.83%	5	10	JTPR	0	2	3	2	3	1.5	1.5	55.09	\$16,877,207	RISE	Accepted	13
1	2	4.368059271	87.36%		10	PSH	5	3	3	2	3	1.5	1.5	54.94	\$16,987,017	CMV RA 07	Accepted	14
2	2	4.329200751	86.58%	0.407	10	PSH	5	3	3	2	3	1.5	1.5	54.49	\$20,463,310	Turning Point	Accepted	15
2	2	4.294068174	85.88%		10	PSH	5	3	3	0	3	1.5	1.5	50.29	\$20,779,764	CNR Rehousing Initiative	Accepted	16
2	2	4.642872861	92.86%	5	5	TH	0	3	3	2	3	1.5	1.5	46.98	\$21,109,679	Stepping Stones	Accepted	17
	2	5		5	10		5	3	3	2	3			73.00				
														CoC Bonus	\$21,711,910	DCMH CaresPlus	Accepted	18
														CoC Bonus	\$22,411,848	Homestead expansion	Accepted	19
														DV Bonus	\$23,435,890	PRISE	Accepted	20
														DV Bonus		LIFT	Rejected	Not Ranked

Tier 1 and 2 and Planning \$22,509,557

Tier 2  
Partly in Tier 2  
Partly below Tier 2

Tier 1 and Planning  
\$19,629,801  
\$833,509  
Turning Point in Tier 2  
Tier 1 and 2 and Planning  
\$22,509,556  
\$97,708  
PRISE in Tier 2

Westchester County  
Continuum of Care Partnership for the Homeless

**1E-2a. Scored Forms for One Project**

Projects were ranked based on Performance Measure criteria within the Westchester CoC 2023 Rank and Review Process approved by the CoC Board on June 21, 2023.

The Performance Measures include 73 out of 73 points from objective criteria to rank projects (including increase in participant earned and total incomes, participant eligibility, occupancy rates, housing utilization rate, HMIS data quality, APR timeliness, Housing First, and Coordinated Entry participation), and included 20 out of 73 points based on system performance criteria (% exits to/retention in permanent housing destinations, % exits to homelessness, and increases in participant earned and total incomes).

All 16 CoC projects submitted for renewal and appearing on the HUD Grant Inventory Worksheet (GIW) were ranked based on those Performance Measure criteria.

The results of the Project Ranking based on those criteria were discussed and approved by the CoC Board on July 26, 2023. New projects were added to the ranking on September 6, 2023.

Please find attached:

1) Full ranking sheet including score in every ranking criteria all 16 renewal projects, 3 new projects, and 1 Planning project. For renewals, the sheet shows the raw data and resulting score for each criteria, with the Total Score for each project and resulting rank for each project.

2) Westchester CoC 2023 Rank and Review Process with project ranking criteria.

Applicant Name	Project Name	Grant Number	Total ARA/Total Requested	Exits to Permanent Housing/ Retention in Permanent Housing	Exits to Homelessness	Increased participant earned income	Increased participant total income	Housing Utilization Rate	Participant Eligibility	HMIS DQ						
				SysPM 7b	7b data	APR Q23	% exits to homelessness	SysPM 4.1	4.1 data	SysPM 4.3	4.3 data	APR 8b	utilization rate households	CoC monitoring visit	% eligible	APR Q6
				PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0	0 to 5 points scored (% eligible participants x 5 points)	0 to 5 points @ -1 point per data element error rate 5% or above Q6a, Q6b, Q6c		

			EXITS TO PH	EXITS TO HOMELESSNESS	INCREASED EMPLOYMENT INCOME	INCREASED ALL INCOME	RESIDENCY RATE	ELIGIBILITY	HMIS DQ							
Westchester County Department of Community Mental Health	Westchester CoC Planning	NY1470L2T042200	\$500,000													
Westchester County Department of Social Services	HMIS	NY0749L2T042213	\$260,000													
Westchester County Department of Social Services	HMIS expansion		\$40,000													
Westchester County Department of Social Services	Westchester Coordinated Entry	NY1050L2T042207	\$640,873													
Westchester County Department of Social Services	First Steps	NY0862L2T042211	\$961,165	5.00	100.00%	5.00	0%	5	27%	4.00	50%	3.00	94%	5	100%	5.00
Westchester County Department of Social Services	Homestead	NY0478L2T042215	\$519,137	5.00	100.00%	5.00	0%	0	0%	5.00	87%	2.00	77%	5	100%	5.00
Mount Vernon Urban Renewal Agency	CMV RA 06	NY0625L2T042214	\$311,693	5.00	100.00%	5.00	0%	5	19%	4.00	67%	5.00	152%	1.591	32%	4.00
Westchester County Department of Social Services	New Start	NY1049L2T042205	\$859,733	5.00	96.55%	5.00	0%	4	29%	2.00	29%	3.00	114%	5	100%	5.00
Westchester County Department of Community Mental Health	DCMH RAP	NY0488L2T042215	\$9,819,022	3.00	98.64%	4.00	8%	4	5%	3.00	47%	4.00	95%	2.5	50%	4.00
The Municipal Housing Authority for the City of Yonkers	Rapid Road To Housing	NY1124L2T042206	\$938,003	5.00	95.83%	5.00	1%	4	25%	2.00	25%	3.00	117%	5	100%	5.00
Mount Vernon Urban Renewal Agency	Shallow Rent	NY0475L2T042215	\$430,860	3.00	96.97%	3.00	13%	0	0%	4.00	69%	2.00	80%	4.166666667	83%	5.00
The Municipal Housing Authority for the City of Yonkers	Yonkers RA	NY0496L2T042215	\$647,703	5.00	100.00%	5.00	0%	0	0%	3.00	26%	5.00	116%	3.125	63%	4.00
Mount Vernon Urban Renewal Agency	CMV RA 05	NY0816L2T042212	\$318,037	1.00	83.33%	2.00	17%	4	5%	5.00	80%	5.00	120%	2.5	50%	4.00
Westchester County Department of Social Services	RISE	NY1237D2T042204	\$630,981	4.00	82.05%	3.00	10%	5	67%	3.00	67%	3.00	104%	5	100%	1.00
Mount Vernon Urban Renewal Agency	CMV RA 07	NY0627L2T042214	\$109,810	5.00	100.00%	5.00	0%	0	0%	0.00	0%	5.00	117%	3.571428571	71%	4.00
Westchester County Department of Social Services	Turning Point	NY0988L2T042208	\$3,476,293	3.00	98.03%	3.00	14%	1	0.93%	3.00	30%	5.00	102.6%	3.75	75%	3.00
HOPE Community Services, Inc.	CNR Rehousing Initiative	NY0861L2T042211	\$316,454	2.00	93.33%	5.00	0%	5	20%	2.00	20%	3.00	85%	0	0%	3.00
Westchester County Department of Social Services	Stepping Stones	NY0864L2T042211	\$329,915	0.00	50%	5.00	0%	4	31%	2.00	31%	2.00	75%	3.333333333	67%	3.00
			\$21,109,679	5		5		5		5		5		5		5
Westchester County Department of Community Mental Health	DCMH CaresPlus		\$602,231													
Westchester County Department of Social Services	Homestead expansion		\$699,938													
Westchester County Department of Social Services	PRISE		\$1,024,042													
Westchester County Department of Social Services	LIFT		\$680,123													

CoC Bonus \$1,439,878  
Tier 1 and 2 and Planning \$22,509,557



---

# WESTCHESTER COUNTY CONTINUUM OF CARE: 2023 RANK AND REVIEW PROCESS

---

Adopted by the Board of the Westchester County Continuum of Care on June 21, 2023.

## **Summary**

HUD's Continuum of Care (CoC) homeless assistance program provides over \$20,000,000 of funding per year for homeless services in Westchester County which provides housing for over 900 homeless and formerly homeless households. HUD awards homeless assistance grants through an annual application process known as the CoC Program Competition.

The Westchester Continuum of Care (WC CoC) coordinates the implementation of a housing and service system within Westchester County that meets the needs of the homeless individuals (including unaccompanied youth) and families. The Westchester CoC also, in consultation with the Collaborative Applicant, develops a process to respond to the HUD CoC Program Competition.

In order for WC CoC to prioritize programs that are most effectively serving the community at the local level, the community has implemented a Rank and Review Process for new and renewal projects. This process uses objective criteria and (where available) past performance to gain knowledge of project effectiveness within the full CoC system.

***Multiple factors related to System Performance are used in the ranking*** including Exits to Permanent Housing, Exits to Homelessness, Housing Utilization Rate, Increased Total Income, and Increased Earned Income.

***The process includes a specific method for evaluating projects submitted by victim service providers (if necessary).***

The CoC evaluates each renewal CoC project using objective data gathered from:

- HMIS APR report for the previous 12 months.
- HMIS System Performance (SysPM) report for the previous 12 months.
- LOCCS financial data
- SAGE APR timeliness information
- Previous Project Application submitted to HUD

**Scoring**

The 2023 Westchester CoC Project Ranking will be scored on a 73 point scale with the following breakdown:

Criteria	Source	Points	
<b>Factors related to System Performance</b>			
Exits to Permanent Housing/ Retention in Permanent Housing	SysPM 7b	PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0
Exits to Homelessness	APR Q23	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	
Increased participant earned income	SysPM 4.1	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0
Increased participant total income	SysPM 4.3	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0
<b>Project Performance factors</b>			
Housing Utilization Rate	APR Q7b and Q8b	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0
Participant Eligibility	CoC monitoring visit	0 to 5 points scored ( <i>% eligible participants x 5 points</i> )	
HMIS Data Quality	APR Q6	0 to 5 points @ -1 point per <i>data element error rate 5% or above Q6a, Q6b, Q6c</i>	



APR timeliness	SAGE	1 point per on time APR due in last two funding periods
Amount of funds recaptured by HUD	LOCCS and Project Application	0 to 5 points scored ( <i>% funds grant spent x 5 points</i> )
<b>Project Characteristics</b>		
Project serves a specialized population services or serves a population with severe needs	Project Application	5 points for serving one or more of the following: <ul style="list-style-type: none"> <li>• Youth</li> <li>• Victims of domestic violence</li> <li>• Families with children</li> <li>• Persons experiencing chronic homelessness</li> <li>• Veterans</li> <li>• Current or past substance use</li> <li>• Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status</li> <li>• Significant health or behavioral health challenges or functional impairments</li> </ul>
Project Component	Project Application	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)
Housing First	Project Application HMIS	5 points for Housing First 3 points for meeting local benchmarks for rapidly moving participants into housing (Acknowledge Referral, Accept/ Reject Referral, Move-in Accepted Referral).
Participation in Coordinated Entry	CoC attendance records	2 points for provider attendance at most CERC meetings when the project has any vacancies.
LGBTQ+ Inclusion Policy compliance	Agency discrimination complaint records	3 points for recipient and subrecipient adoption, implementation, and compliance with LGBTQ+ Inclusion Policy
CoC Board attendance	CoC attendance records	3 points for attendance at most CoC Board meetings [recipient and subrecipient]

**Note: Domestic Violence services providers may self-report their data (from a comparable database) to respond to performance criteria since they do not participate in the Westchester CoC HMIS.**

### **Project Ranking**

Using the above scoring matrix, all projects seeking funding are scored and placed in numerical order, referred to as the “ranking”. Ranking places an applicant in either Tier 1 or Tier 2 based on the criteria established by HUD in the NOFA and CoC priorities.

The HMIS and Westchester Coordinated Entry projects are not scored, but automatically ranked #1 and #2 because they provide funding necessary for the functioning of the entire CoC.

First and adequately performing (based on Technical Submission benchmarks) second time renewal projects are placed in bottom spots in Tier 1.

The project ranking is first shared with the Continuum of Care Board. The Board reviews the process and all scoring in order to adopt the ranking. Projects that fall into the bottom of the ranking in Tier 2, are contacted and notified of their ranking.

#### Bonus Projects and other CoC new funding

When HUD makes new CoC funding available through the CoC Bonus or other new funding categories, a separate RFI will be issued by the CoC to determine subrecipients to design and submit Project Applications to HUD for the new funding.

New projects will be ranked below renewals.

#### Reallocation

Reallocation is the process by which the CoC shifts funds, in whole or in part, from existing eligible renewal grants to new projects that can better address prioritized community need(s). Reallocating funds is one of the most important tools by which communities can make strategic improvements to their homelessness system. The CoC can decide to repurpose a project that is underperforming or may be more appropriately funded from other sources to fill that need. Criteria to assess performance or underperformance will include scoring/rank and review results, participation in Coordinated Entry, participation in the local CoC, and participation within HMIS. CoC funded agencies may also voluntarily propose to reallocate CoC funds. Additionally, if a project consistently demonstrates unsatisfactory project performance outcomes and fails to make significant changes to improve its performance, that project may be recommended for reallocation.

If funds are reallocated, any resulting new projects will be ranked below renewals. When funds are reallocated into an expansion of an existing renewal CoC project, the expansion may be ranked 1 rank below the existing CoC project.

Westchester County  
Continuum of Care Partnership for the Homeless

**1E-5. Notification of Projects Rejected-Reduced**

One Project Application was Rejected by our CoC for FY2023.

An email with an attached signed letter was sent on September 6, 2023 to both the proposed Recipient (Westchester County DSS) and Subrecipient (First Steps To Heal) explaining that their DV Bonus proposal was rejected because it scored lower than all other New Projects in our local ranking competition.

No Project Applications had funding Reduced for FY2023.

Please find attached:

- 1) The email with attached letter sent to the Recipient agency Westchester County DSS providing notice that the Project Application was Rejected.  
The email has a time stamp showing that this email was forwarded to DSS Manager on 09/06/2023;
- 2) The email with attached letter sent to the Subrecipient agency First Steps To Heal providing notice that the Project Application was Rejected.  
The email has a time stamp showing that this email was forwarded to First Steps to Heal Executive Director on 09/06/2023;
- 3) Screen shot showing public posting on our CoC website on 09/10/2023 of the final Project Ranking with scoring of all 21 submitted projects.

4) The final posted ranking sheet publically posted on 09/10/2023, showing that the DSS/ First Steps to Heal Project Application was Rejected.

Spiegel, Yoav

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:13 PM  
**To:** Wong, Craig  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project applications  
**Attachments:** DSS PA accept and reject letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Mr. Wong: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposals you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Craig Wong  
OTHA Manager I  
Westchester County DSS  
85 Court Street, 5th floor  
White Plains, NY 10601

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Mr. Wong,

This letter serves to inform you that the Homestead expansion, HMIS expansion, and PRISE proposals submitted by Westchester County DSS in response to the CoC Bonus and DV Bonus Requests for Information have been selected by the Board of Directors for prioritization and will be submitted as part of the Westchester County CoC FY2023 Consolidated Application.

Unfortunately, due to funding limitations the LIFT proposal submitted by Westchester County DSS in response to the DV Bonus Request for Information has NOT been selected by the Board of Directors for prioritization and will be not submitted as part of the Westchester County CoC FY2023 Consolidated Application. The LIFT proposal was scored lower (14.1 out of 32 points) than the other four proposals received and therefore was not selected once all available funding was allocated.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand".

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC

Spiegel, Yoav

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:13 PM  
**To:** Jaquetta Jenkins  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project application  
**Attachments:** FSTH PA reject letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Ms. Jenkins: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposal you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Jaquetta Jenkins  
Executive Director  
First Steps to Heal  
480 Bedford Rd, Suite 3201  
Chappaqua, NY 10514

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Ms. Jenkins,

This letter serves to inform you that, due to funding limitations the Rapid Rehousing project proposal submitted by First Steps to Heal in response to the DV Bonus Request for Information has NOT been selected by the Board of Directors for prioritization and will be not submitted as part of the Westchester County CoC FY2023 Consolidated Application.

The First Steps to Heal proposal was scored lower (14.1 out of 32 points) than the other four proposals received and therefore was not selected once all available funding was allocated.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand", is written over the "Thank you," text.

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC





Applicant Name	Project Name	Grant Number	Total ARA/Total Requested	Exits to Permanent Housing/ Retention in Permanent Housing	Exits to Homelessness	Increased participant earned income	Increased participant total income	Housing Utilization Rate	Participant Eligibility	HMIS DQ						
				SysPM 7b	7b data	APR Q23	% exits to homelessness	SysPM 4.1	4.1 data	SysPM 4.3	4.3 data	APR 8b	utilization rate households	CoC monitoring visit	% eligible	APR Q6
				PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0	0 to 5 points scored (% eligible participants x 5 points)	0 to 5 points @ -1 point per data element error rate 5% or above Q6a, Q6b, Q6c		

			EXITS TO PH	EXITS TO HOMELESSNESS	INCREASED EMPLOYMENT INCOME	INCREASED ALL INCOME	RESIDENCY RATE	ELIGIBILITY	HMIS DQ
Westchester County Department of Community Mental Health	Westchester CoC Planning	NY1470L2T042200	\$500,000						
Westchester County Department of Social Services	HMIS	NY0749L2T042213	\$260,000						
Westchester County Department of Social Services	HMIS expansion		\$40,000						
Westchester County Department of Social Services	Westchester Coordinated Entry	NY1050L2T042207	\$640,873						
Westchester County Department of Social Services	First Steps	NY0862L2T042211	\$961,165	5.00	100.00%	5.00	0%	5	27%
Westchester County Department of Social Services	Homestead	NY0478L2T042215	\$519,137	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 06	NY0625L2T042214	\$311,693	5.00	100.00%	5.00	0%	5	19%
Westchester County Department of Social Services	New Start	NY1049L2T042205	\$859,733	5.00	96.55%	5.00	0%	4	29%
Westchester County Department of Community Mental Health	DCMH RAP	NY0488L2T042215	\$9,819,022	3.00	98.64%	4.00	8%	4	5%
The Municipal Housing Authority for the City of Yonkers	Rapid Road To Housing	NY1124L2T042206	\$938,003	5.00	95.83%	5.00	1%	4	25%
Mount Vernon Urban Renewal Agency	Shallow Rent	NY0475L2T042215	\$430,860	3.00	96.97%	3.00	13%	0	0%
The Municipal Housing Authority for the City of Yonkers	Yonkers RA	NY0496L2T042215	\$647,703	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 05	NY0816L2T042212	\$318,037	1.00	83.33%	2.00	17%	4	5%
Westchester County Department of Social Services	RISE	NY1237D2T042204	\$630,981	4.00	82.05%	3.00	10%	5	67%
Mount Vernon Urban Renewal Agency	CMV RA 07	NY0627L2T042214	\$109,810	5.00	100.00%	5.00	0%	0	0%
Westchester County Department of Social Services	Turning Point	NY0988L2T042208	\$3,476,293	3.00	98.03%	3.00	14%	1	0.93%
HOPE Community Services, Inc.	CNR Rehousing Initiative	NY0861L2T042211	\$316,454	2.00	93.33%	5.00	0%	5	20%
Westchester County Department of Social Services	Stepping Stones	NY0864L2T042211	\$329,915	0.00	50%	5.00	0%	4	31%
			\$21,109,679	5		5		5	
Westchester County Department of Community Mental Health	DCMH CaresPlus		\$602,231						
Westchester County Department of Social Services	Homestead expansion		\$699,938						
Westchester County Department of Social Services	PRISE		\$1,024,042						
Westchester County Department of Social Services	LIFT		\$680,123						

CoC Bonus \$1,439,878  
Tier 1 and 2 and Planning \$22,509,557

	APR timeliness	% unspent	% unspent	Population with severe needs	Project Component		Low Barrier			Participation in CE	CoC Board Attendance			SCORE	Total ARA/Total Requested	Project Name	Accepted or Rejected	RANK
# Q6 data elements 5%+ error rate	SAGE		% spent last APR	Project Application	Project Application	component	Project Application		LGBTQ+ policy compliance	CERC attendance records	CoC attendance records	recipient attendance most CoC Board meetings	provider attendance most CoC Board meetings	TOTAL				RANK
	1 point per on time APR due in last two funding periods	0 to 5 points scored (% funds grant spent x 5 points)		5 points for serving one or more of the following: <ul style="list-style-type: none"> <li>Youth</li> <li>Victims of domestic violence</li> <li>Families with children</li> <li>Persons experiencing chronic homelessness</li> <li>Veterans</li> <li>Current or past substance use</li> <li>Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status</li> <li>Significant health or behavioral health challenges or functional impairments</li> </ul>	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)		5 points for Housing First	3 points for Rapidly Moving participants into Housing [1 per CE Benchmark met]	3 points for submitted certification of compliance [recipient and subrecipient]	2 points for provider attendance at most CERC meetings when the project has any vacancies.	3 points for attendance at most CoC Board meetings [recipient and subrecipient]							
APR TIMELINESS FUNDING SPENT				SPECIAL POPULATION	HOUSING TYPE		HOUSING F CE BENCHMARKS	LGBTQ+ COMPLIANCE	CERC ATTENDANCE	CoC BOARD ATTENDANCE	TOTAL SCORE							
														100	\$500,000	Westchester CoC Planning	Accepted	Not Ranked
														99	\$760,000	HMIS	Accepted	1
														98	\$800,000	HMIS expansion	Accepted	2
														98	\$1,440,873	Westchester Coordinated Entry	Accepted	3
0	2	4.248414476	84.97%	5	10	PSH	5	3	3	2	3	1.5	1.5	69.25	\$2,402,038	First Steps	Accepted	4
0	2	4.9890594	99.80%	5	10	PSH	5	3	3	2	3	1.5	1.5	64.99	\$2,921,175	Homestead	Accepted	5
1	2	4.489582397	89.79%		10	PSH	5	3	3	2	3	1.5	1.5	62.08	\$3,232,868	CMV RA 06	Accepted	6
0	2	3.443108362	68.86%	3.28	10	RRH	0	3	3	2	3	1.5	1.5	58.72	\$4,092,601	New Start	Accepted	7
1	2	4.364814765	87.30%	1.61	10	PSH	5	3	2.571428571	2	3	1.5	1.5	58.05	\$13,911,623	DCMH RAP	Accepted	8
0	2	4.239869449	84.80%	2.5	10	RRH	0	3	3	2	1.5	0	1.5	57.24	\$14,849,626	Rapid Road To Housing	Accepted	9
0	2	4.653717913	93.07%	2.5	10	PSH	5	3	3	2	3	1.5	1.5	56.32	\$15,280,486	Shallow Rent	Accepted	10
1	2	4.572118317	91.44%		10	PSH	5	3	3	2	1.5	0	1.5	56.20	\$15,928,189	Yonkers RA	Accepted	11
1	2	5	100.00%	0.9375	10	PSH	5	3	1	2	3	1.5	1.5	55.44	\$16,246,226	CMV RA 05	Accepted	12
4	2	4.091663513	81.83%	5	10	JTPR	0	2	3	2	3	1.5	1.5	55.09	\$16,877,207	RISE	Accepted	13
1	2	4.368059271	87.36%		10	PSH	5	3	3	2	3	1.5	1.5	54.94	\$16,987,017	CMV RA 07	Accepted	14
2	2	4.329200751	86.58%	0.407	10	PSH	5	3	3	2	3	1.5	1.5	54.49	\$20,463,310	Turning Point	Accepted	15
2	2	4.294068174	85.88%		10	PSH	5	3	3	0	3	1.5	1.5	50.29	\$20,779,764	CNR Rehousing Initiative	Accepted	16
2	2	4.642872861	92.86%	5	5	TH	0	3	3	2	3	1.5	1.5	46.98	\$21,109,679	Stepping Stones	Accepted	17
	2	5		5	10		5	3	3	2	3			73.00				
														CoC Bonus	\$21,711,910	DCMH CaresPlus	Accepted	18
														CoC Bonus	\$22,411,848	Homestead expansion	Accepted	19
														DV Bonus	\$23,435,890	PRISE	Accepted	20
														DV Bonus		LIFT	Rejected	Not Ranked

Tier 1 and 2 and Planning \$22,509,557

Tier 2  
Partly in Tier 2  
Partly below Tier 2

Tier 1 and Planning  
\$19,629,801  
\$833,509  
Turning Point in Tier 2  
Tier 1 and 2 and Planning  
\$22,509,556  
\$97,708  
PRISE in Tier 2

Westchester County  
Continuum of Care Partnership for the Homeless

**1E-5a. Notification of Projects Accepted**

Notifications that Project Applications were Accepted were sent out in two phases.

On August 1, 2023 our CoC notified all recipient agencies via emails with attached letters that ALL submitted Renewal Projects were Accepted by the CoC Board on July 26.

On September 6, 2023 our CoC notified all proposed recipients via email with an attached signed letter that their New Projects were Accepted (3 New Projects were Accepted) or Rejected (1 New Project was Rejected).

Please find attached:

- 1) The five emails with attached letters sent to all five Renewal Project Recipient agencies on 08/01/2023 providing notice that all Renewal Project Applications were Accepted;
- 2) The six emails with attached letters sent to the proposed New Project Recipient and Subrecipient agencies on 09/06/2023 providing notice that their New Project Applications were Accepted (or Rejected);
- 3) Screen shot showing public posting on our CoC website on 09/10/2023 of the final Project Ranking with scoring of all 21 submitted projects, indicating 20 Accepted projects and 1 Rejected project.
- 4) The final posted ranking sheet publically posted on 09/10/2023, indicating 20 Accepted projects and 1 Rejected project.

Spiegel, Yoav

---

**From:** Wong, Craig  
**Sent:** Tuesday, August 1, 2023 12:13 PM  
**To:** Orth, Michael  
**Cc:** Spiegel, Yoav  
**Subject:** CoC's Rank and Review Process  
**Attachments:** DCMH PA accept letter 8-23 (002).pdf

Good afternoon Commissioner Orth,

The CoC is required by HUD to notify you of our Rank and Review Process which happened every year. Please review the attached information and let me know if you have any questions.

Thank you

Craig Wong  
Westchester County DSS  
OTHA Manager I  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness  
85 Court St. 5<sup>th</sup> Floor  
White Plains NY 10601  
Phone: 914-995-1014  
Fax: 914-995-6864



August 1, 2023

Michael Orth, Commissioner  
Westchester County DCMH  
112 East Post Road, 2<sup>nd</sup> Floor  
White Plains NY 10601

**RE: FY2023 Continuum of Care application project prioritization**

Dear Mr. Orth:

HUD has given local CoCs the opportunity to locally review and rank CoC Project Applications. During a Board meeting held on 06/21/23, the CoC Board approved a Ranking and Review Process with objective performance measure criteria by which to rank renewal projects. A copy of the resulting scoring tally details is attached.

On Wednesday July 26, the Westchester County CoC Board met to discuss the final review and ranking of FY2023 Continuum of Care Project Applications.

This letter serves to inform you that the DCMH RAP FY2023 renewal Project Application submitted by Westchester County DCMH will be prioritized and will be submitted as part of the Westchester County CoC 2023 Consolidated Application. This renewal Project Application is being prioritized in Tier 1.

If you have any questions, please contact me at (914) 995-1014.

Thank you,

*Craig Wong*

Craig Wong  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness

Spiegel, Yoav

---

**From:** Wong, Craig  
**Sent:** Tuesday, August 1, 2023 12:13 PM  
**To:** sbolivar@ci.mount-vernon.ny.us  
**Cc:** Spiegel, Yoav  
**Subject:** CoC's Rank and Review Process  
**Attachments:** MVURA PA Accept Letter 8-23.pdf

Good afternoon Sylvia,

The CoC is required by HUD to notify you of our Rank and Review Process which happened every year. Please review the attached information and let me know if you have any questions.

Thank you

Craig Wong  
Westchester County DSS  
OTHA Manager I  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness  
85 Court St. 5<sup>th</sup> Floor  
White Plains NY 10601  
Phone: 914-995-1014  
Fax: 914-995-6864



August 1, 2023

Sylvia Bolivar  
Deputy Commissioner  
Planning & Community Development Department  
City Of Mount Vernon  
One Roosevelt Square  
Mount Vernon, NY 10550

**RE: FY2023 Continuum of Care application project prioritization**

Dear Ms. Bolivar:

HUD has given local CoCs the opportunity to locally review and rank CoC Project Applications. During a Board meeting held on 06/21/23, the CoC Board approved a Ranking and Review Process with objective performance measure criteria by which to rank renewal projects. A copy of the resulting scoring tally details is attached.

On Wednesday July 26, the Westchester County CoC Board met to discuss the final review and ranking of FY2023 Continuum of Care Project Applications.

This letter serves to inform you that **all 4** FY2023 renewal Project Applications submitted by the Mount Vernon Urban Renewal Agency will be prioritized and will be submitted as part of the Westchester County CoC 2023 Consolidated Application. All of these renewal Project Applications are being prioritized in Tier 1.

If you have any questions, please contact me at (914) 995-1014.

Thank you,

*Craig Wong*

Craig Wong  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness



**Spiegel, Yoav**

---

**From:** Wong, Craig  
**Sent:** Tuesday, August 1, 2023 12:13 PM  
**To:** Wilson Kimball  
**Cc:** Spiegel, Yoav  
**Subject:** CoC's Rank and Review Process  
**Attachments:** MHACY PA Accept Letter 8-23.pdf

Good afternoon Ms. Kimball,

The CoC is required by HUD to notify you of our Rank and Review Process which happened every year. Please review the attached information and let me know if you have any questions.

Thank you

Craig Wong  
Westchester County DSS  
OTHA Manager I  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness  
85 Court St. 5<sup>th</sup> Floor  
White Plains NY 10601  
Phone: 914-995-1014  
Fax: 914-995-6864



August 1, 2023

Wilson Kimball  
President and CEO  
Municipal Housing Authority for the City of Yonkers  
1511 Central Park Avenue  
P.O. Box 35  
Yonkers NY 10710-0035

**RE: FY2023 Continuum of Care application project prioritization**

Dear Ms. Kimball:

HUD has given local CoCs the opportunity to locally review and rank CoC Project Applications. During a Board meeting held on 06/21/23, the CoC Board approved a Ranking and Review Process with objective performance measure criteria by which to rank renewal projects. A copy of the resulting scoring tally details is attached.

On Wednesday July 26, the Westchester County CoC Board met to discuss the final review and ranking of FY2023 Continuum of Care Project Applications.

This letter serves to inform you that **all 2** FY2023 renewal Project Applications submitted by the Municipal Housing Authority for the City of Yonkers will be prioritized and will be submitted as part of the Westchester County CoC 2023 Consolidated Application. All of these renewal Project Applications are being prioritized in Tier 1.

If you have any questions, please contact me at (914) 995-1014.

Thank you,

*Craig Wong*

Craig Wong  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness

**Spiegel, Yoav**

---

**From:** Wong, Craig  
**Sent:** Tuesday, August 1, 2023 12:13 PM  
**To:** Sylvia Hamer  
**Cc:** Spiegel, Yoav  
**Subject:** CoC's Rank and Review Process  
**Attachments:** HOPE PA Accept Tier 2 notify letter 8-23.pdf

Good afternoon Sylvia,

The CoC is required by HUD to notify you of our Rank and Review Process which happened every year. Please review the attached information and let me know if you have any questions.

Thank you

Craig Wong  
Westchester County DSS  
OTHA Manager I  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness  
85 Court St. 5<sup>th</sup> Floor  
White Plains NY 10601  
Phone: 914-995-1014  
Fax: 914-995-6864



August 1, 2023

Sylvia Hamer  
Executive Director  
HOPE Community Services  
50 Washington Avenue  
New Rochelle NY 10801

**RE: FY2023 Continuum of Care application project prioritization**

Dear Ms. Hamer:

This letter serves to inform you that the **1** renewal Project Application submitted by HOPE Community Services will be prioritized and will be submitted as part of the Westchester County CoC 2023 Consolidated Application. This renewal Project Application is being prioritized in Tier 2.

HUD has given local CoC's the opportunity to locally review and rank CoC Project Applications. During a Board meeting held on 06/21/23, the CoC Board approved a Ranking and Review Process with objective performance measure criteria by which to rank renewal projects. A copy of the resulting scoring tally details is attached.

The FY2023 NOFA for the Continuum of Care Program Competition released 07/05/23 requires all CoC's requesting funding to prioritize new and renewal projects into two Tiers. As discussed in Section I.B.3.j. of the NOFA, HUD will select projects in Tier 2 in order of point value until there are no more funds available.

HUD has given local CoCs the opportunity to rank projects and decide which projects will be listed in Tier 2 in their FY2023 application. On Wednesday July 26, the Westchester County CoC Board met to discuss the final review and ranking of FY2023 Continuum of Care Project Applications. At this meeting, the CNR Rehousing Initiative (rank 15 out of 16 renewals) project administered by HOPE CS was placed in Tier 2. The Renewal Project ranked #16 and New Project Applications from the CoC Bonus will be placed in Tier 2 below CNR Rehousing Initiative.

Funding for the current operating year of this project is unaffected. We will, of course, keep you up to date with further developments including any funding notices (expected in late 2023) from HUD informing Westchester's CoC of the status of the projects placed in Tier 2.

If you have any questions, please contact me at (914) 995-1014.

Thank you,

*Craig Wong*

Craig Wong  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness

**Spiegel, Yoav**

---

**From:** Wong, Craig  
**Sent:** Tuesday, August 1, 2023 12:13 PM  
**To:** Townes, Leonard  
**Cc:** Scott, Randolph; Catalano, Michael; Spiegel, Yoav  
**Subject:** CoC's Rank and Review Process  
**Attachments:** DSS PA Accept Tier 2 notify letter 8-23.pdf

Good afternoon Commissioner,

The CoC is required by HUD to notify you of our Rank and Review Process which happened every year. Please review the attached information and let me know if you have any questions.

Thank you

Craig Wong  
Westchester County DSS  
OTHA Manager I  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness  
85 Court St. 5<sup>th</sup> Floor  
White Plains NY 10601  
Phone: 914-995-1014  
Fax: 914-995-6864



August 1, 2023

Leonard Townes  
Commissioner  
Westchester County Department of Social Services  
85 Court Street  
White Plains, New York 10601

**RE: FY2023 Continuum of Care application project prioritization**

Dear Commissioner Townes:

This letter serves to inform you that **all 8** Project Applications submitted by the Westchester County DSS will be prioritized and will be submitted as part of the Westchester County CoC 2023 Consolidated Application.

HUD has given local CoCs the opportunity to locally review and rank CoC Project Applications. During a Board meeting held on 06/21/23, the CoC Board approved a Ranking and Review Process with objective performance measure criteria by which to rank renewal projects. A copy of the resulting scoring tally details is attached.

The FY2023 NOFA for the Continuum of Care Program Competition released 07/05/23 requires all CoC's requesting funding to prioritize new and renewal projects into two Tiers. As discussed in Section I.B.3.j. of the NOFA, HUD will select projects in Tier 2 in order of point value until there are no more funds available.

HUD has given local CoC's the opportunity to rank projects and decide which projects will be listed in Tier 2 in their FY2023 application. On Wednesday July 26, the Westchester County CoC Board met to discuss the final review and ranking of FY2023 Continuum of Care Project Applications.

At this meeting, the Stepping Stones (rank 16 out of 16 renewals), RISE (rank 14 of 16 renewals) and Turning Point (rank 13 out of 16 renewals) projects administered by Westchester DSS were placed in Tier 2 project (5.5% of Turning Point will be in Tier 2; the remainder will be in Tier 1). New Project Applications from the CoC Bonus will be placed in Tier 2 below these renewals. Your other five Project Applications will be placed in Tier 1.

Funding for the current operating year of this project is unaffected. We will, of course, keep you up to date with further developments including any funding notices (expected in late 2023) from HUD informing Westchester's CoC of the status of the projects placed in Tier 2.

If you have any questions, please contact me at (914) 995-1014. Thank you,

*Craig Wong*

Craig Wong  
Co-Chair, Westchester County Continuum of Care Partnership to End Homelessness

Spiegel, Yoav

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:13 PM  
**To:** Peters-Ruvolo, Annette  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project application  
**Attachments:** DCMH PA accept letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Ms. Peters-Ruvolo: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposal you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Annette Peters-Ruvolo  
Program Director - CSS  
Westchester County DCMH  
112 E Post Road, 2<sup>nd</sup> Floor  
White Plains, NY 10601

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Ms. Peters-Ruvolo,

This letter serves to inform you that the proposal submitted by Westchester County DCMH in response to the CoC Bonus Request for Information has been selected by the Board of Directors for prioritization and will be submitted as part of the Westchester County CoC FY2023 Consolidated Application.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand", is written over the typed name.

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC



**Spiegel, Yoav**

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:13 PM  
**To:** Kathy Pandekakes  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project application  
**Attachments:** HDSW PA accept letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Ms.Pandekakes: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposal you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Kathy Pandekakes  
Chief Executive Officer  
Human Development Services of Westchester, Inc.  
930 Mamaroneck Avenue  
Mamaroneck, NY 10543

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Ms. Pandekakes,

This letter serves to inform you that the proposal submitted by Human Development Services of Westchester, Inc. in response to the CoC Bonus Request for Information has been selected by the Board of Directors for prioritization and will be submitted as part of the Westchester County CoC FY2023 Consolidated Application.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand".

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC

Spiegel, Yoav

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:13 PM  
**To:** Wong, Craig  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project applications  
**Attachments:** DSS PA accept and reject letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Mr. Wong: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposals you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Craig Wong  
OTHA Manager I  
Westchester County DSS  
85 Court Street, 5th floor  
White Plains, NY 10601

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Mr. Wong,

This letter serves to inform you that the Homestead expansion, HMIS expansion, and PRISE proposals submitted by Westchester County DSS in response to the CoC Bonus and DV Bonus Requests for Information have been selected by the Board of Directors for prioritization and will be submitted as part of the Westchester County CoC FY2023 Consolidated Application.

Unfortunately, due to funding limitations the LIFT proposal submitted by Westchester County DSS in response to the DV Bonus Request for Information has NOT been selected by the Board of Directors for prioritization and will be not submitted as part of the Westchester County CoC FY2023 Consolidated Application. The LIFT proposal was scored lower (14.1 out of 32 points) than the other four proposals received and therefore was not selected once all available funding was allocated.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand".

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC

**Spiegel, Yoav**

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:14 PM  
**To:** Helen Frankel  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project application  
**Attachments:** FSSY PA accept letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Ms. Frankel: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposal you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Helen Frankel  
Executive Director  
Family Service Society of Yonkers  
30 S Broadway, 5<sup>th</sup> Floor  
Yonkers, NY 10701

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Ms. Frankel,

This letter serves to inform you that the proposal submitted by H Family Service Society of Yonkers in response to the CoC Bonus Request for Information has been selected by the Board of Directors for prioritization and will be submitted as part of the Westchester County CoC FY2023 Consolidated Application.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand", is written over the typed name.

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:14 PM  
**To:** Cynthia B. Knox Esq.  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project application  
**Attachments:** CHHOP PA accept letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Ms. Knox: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposal you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Cynthia Knox  
Chief Executive Officer  
Caring for the Hungry and Homeless of Peekskill  
200 N. Water Street  
Peekskill, NY 10566

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Ms. Knox,

This letter serves to inform you that the proposal submitted by Caring for the Hungry and Homeless of Peekskill in response to the DV Bonus Request for Information has been selected by the Board of Directors for prioritization and will be submitted as part of the Westchester County CoC FY2023 Consolidated Application.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand".

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC



Spiegel, Yoav

---

**From:** Karl Bertrand <KBertrand@programdesign.com>  
**Sent:** Wednesday, September 6, 2023 7:13 PM  
**To:** Jaquetta Jenkins  
**Cc:** Spiegel, Yoav  
**Subject:** CoC response re your proposed Westchester County CoC FY2023 project application  
**Attachments:** FSTH PA reject letter.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

Dear Ms. Jenkins: Please see the attached response of the Westchester County Continuum of Care Partnership To End Homelessness to the project proposal you submitted as a potential component of the Westchester County CoC FY2023 Consolidated Application. Thank you.



September 6, 2023

Jaquetta Jenkins  
Executive Director  
First Steps to Heal  
480 Bedford Rd, Suite 3201  
Chappaqua, NY 10514

RE: FY2023 Continuum of Care Application Project Prioritization

Dear Ms. Jenkins,

This letter serves to inform you that, due to funding limitations the Rapid Rehousing project proposal submitted by First Steps to Heal in response to the DV Bonus Request for Information has NOT been selected by the Board of Directors for prioritization and will be not submitted as part of the Westchester County CoC FY2023 Consolidated Application.

The First Steps to Heal proposal was scored lower (14.1 out of 32 points) than the other four proposals received and therefore was not selected once all available funding was allocated.

If you have any questions, please contact me at (914) 216-3055.

Thank you,

A handwritten signature in blue ink, appearing to read "Karl Bertrand".

Karl Bertrand, LMSW  
Co-chair, Westchester County Continuum of Care Partnership to End Homelessness  
President/CEO, Program Design & Development LLC



Applicant Name	Project Name	Grant Number	Total ARA/Total Requested	Exits to Permanent Housing/ Retention in Permanent Housing	Exits to Homelessness	Increased participant earned income	Increased participant total income	Housing Utilization Rate	Participant Eligibility	HMIS DQ						
				SysPM 7b	7b data	APR Q23	% exits to homelessness	SysPM 4.1	4.1 data	SysPM 4.3	4.3 data	APR 8b	utilization rate households	CoC monitoring visit	% eligible	APR Q6
				PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0	0 to 5 points scored (% eligible participants x 5 points)	0 to 5 points @ -1 point per data element error rate 5% or above Q6a, Q6b, Q6c		

			EXITS TO PH	EXITS TO HOMELESSNESS	INCREASED EMPLOYMENT INCOME	INCREASED ALL INCOME	RESIDENCY RATE	ELIGIBILITY	HMIS DQ
Westchester County Department of Community Mental Health	Westchester CoC Planning	NY1470L2T042200	\$500,000						
Westchester County Department of Social Services	HMIS	NY0749L2T042213	\$260,000						
Westchester County Department of Social Services	HMIS expansion		\$40,000						
Westchester County Department of Social Services	Westchester Coordinated Entry	NY1050L2T042207	\$640,873						
Westchester County Department of Social Services	First Steps	NY0862L2T042211	\$961,165	5.00	100.00%	5.00	0%	5	27%
Westchester County Department of Social Services	Homestead	NY0478L2T042215	\$519,137	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 06	NY0625L2T042214	\$311,693	5.00	100.00%	5.00	0%	5	19%
Westchester County Department of Social Services	New Start	NY1049L2T042205	\$859,733	5.00	96.55%	5.00	0%	4	29%
Westchester County Department of Community Mental Health	DCMH RAP	NY0488L2T042215	\$9,819,022	3.00	98.64%	4.00	8%	4	5%
The Municipal Housing Authority for the City of Yonkers	Rapid Road To Housing	NY1124L2T042206	\$938,003	5.00	95.83%	5.00	1%	4	25%
Mount Vernon Urban Renewal Agency	Shallow Rent	NY0475L2T042215	\$430,860	3.00	96.97%	3.00	13%	0	0%
The Municipal Housing Authority for the City of Yonkers	Yonkers RA	NY0496L2T042215	\$647,703	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 05	NY0816L2T042212	\$318,037	1.00	83.33%	2.00	17%	4	5%
Westchester County Department of Social Services	RISE	NY1237D2T042204	\$630,981	4.00	82.05%	3.00	10%	5	67%
Mount Vernon Urban Renewal Agency	CMV RA 07	NY0627L2T042214	\$109,810	5.00	100.00%	5.00	0%	0	0%
Westchester County Department of Social Services	Turning Point	NY0988L2T042208	\$3,476,293	3.00	98.03%	3.00	14%	1	0.93%
HOPE Community Services, Inc.	CNR Rehousing Initiative	NY0861L2T042211	\$316,454	2.00	93.33%	5.00	0%	5	20%
Westchester County Department of Social Services	Stepping Stones	NY0864L2T042211	\$329,915	0.00	50%	5.00	0%	4	31%
			\$21,109,679	5		5		5	
Westchester County Department of Community Mental Health	DCMH CaresPlus		\$602,231						
Westchester County Department of Social Services	Homestead expansion		\$699,938						
Westchester County Department of Social Services	PRISE		\$1,024,042						
Westchester County Department of Social Services	LIFT		\$680,123						

CoC Bonus \$1,439,878  
Tier 1 and 2 and Planning \$22,509,557

	APR timeliness	% unspent	% unspent	Population with severe needs	Project Component	Low Barrier			Participation in CE	CoC Board Attendance			SCORE	Total ARA/Total Requested	Project Name	Accepted or Rejected	RANK	
# Q6 data elements 5%+ error rate	SAGE		% spent last APR	Project Application	Project Application	component	Project Application		LGBTQ+ policy compliance	CERC attendance records	CoC attendance records	recipient attendance most CoC Board meetings	provider attendance most CoC Board meetings	TOTAL			RANK	
	1 point per on time APR due in last two funding periods	0 to 5 points scored (% funds grant spent x 5 points)		5 points for serving one or more of the following: <ul style="list-style-type: none"> <li>Youth</li> <li>Victims of domestic violence</li> <li>Families with children</li> <li>Persons experiencing chronic homelessness</li> <li>Veterans</li> <li>Current or past substance use</li> <li>Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status</li> <li>Significant health or behavioral health challenges or functional impairments</li> </ul>	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)		5 points for Housing First	3 points for Rapidly Moving participants into Housing [1 per CE Benchmark met]	3 points for submitted certification of compliance [recipient and subrecipient]	2 points for provider attendance at most CERC meetings when the project has any vacancies.	3 points for attendance at most CoC Board meetings [recipient and subrecipient]							
APR TIMELINESS FUNDING SPENT		SPECIAL POPULATION			HOUSING TYPE		HOUSING F CE BENCHMARKS		LGBTQ+ COMPLIANCE	CERC ATTENDANCE	CoC BOARD ATTENDANCE		TOTAL SCORE					
														\$500,000	Westchester CoC Planning	Accepted	Not Ranked	
														100	\$760,000	HMIS	Accepted	1
														99	\$800,000	HMIS expansion	Accepted	2
														98	\$1,440,873	Westchester Coordinated Entry	Accepted	3
0	2	4.248414476	84.97%	5	10	PSH	5	3	3	2	3	1.5	1.5	69.25	\$2,402,038	First Steps	Accepted	4
0	2	4.98990594	99.80%	5	10	PSH	5	3	3	2	3	1.5	1.5	64.99	\$2,921,175	Homestead	Accepted	5
1	2	4.489582397	89.79%		10	PSH	5	3	3	2	3	1.5	1.5	62.08	\$3,232,868	CMV RA 06	Accepted	6
0	2	3.443108362	68.86%	3.28	10	RRH	0	3	3	2	3	1.5	1.5	58.72	\$4,092,601	New Start	Accepted	7
1	2	4.364814765	87.30%	1.61	10	PSH	5	3	2.571428571	2	3	1.5	1.5	58.05	\$13,911,623	DCMH RAP	Accepted	8
0	2	4.239869449	84.80%	2.5	10	RRH	0	3	3	2	1.5	0	1.5	57.24	\$14,849,626	Rapid Road To Housing	Accepted	9
0	2	4.653717913	93.07%	2.5	10	PSH	5	3	3	2	3	1.5	1.5	56.32	\$15,280,486	Shallow Rent	Accepted	10
1	2	4.572118317	91.44%		10	PSH	5	3	3	2	1.5	0	1.5	56.20	\$15,928,189	Yonkers RA	Accepted	11
1	2	5	100.00%	0.9375	10	PSH	5	3	3	2	3	1.5	1.5	55.44	\$16,246,226	CMV RA 05	Accepted	12
4	2	4.091663513	81.83%	5	10	JTPR	0	2	3	2	3	1.5	1.5	55.09	\$16,877,207	RISE	Accepted	13
1	2	4.368059271	87.36%		10	PSH	5	3	3	2	3	1.5	1.5	54.94	\$16,987,017	CMV RA 07	Accepted	14
2	2	4.329200751	86.58%	0.407	10	PSH	5	3	3	2	3	1.5	1.5	54.49	\$20,463,310	Turning Point	Accepted	15
2	2	4.294068174	85.88%		10	PSH	5	3	3	0	3	1.5	1.5	50.29	\$20,779,764	CNR Rehousing Initiative	Accepted	16
2	2	4.642872861	92.86%		5	TH	0	3	3	2	3	1.5	1.5	46.98	\$21,109,679	Stepping Stones	Accepted	17
	2	5		5	10		5	3	3	2	3			73.00				
														CoC Bonus	\$21,711,910	DCMH CaresPlus	Accepted	18
														CoC Bonus	\$22,411,848	Homestead expansion	Accepted	19
														DV Bonus	\$23,435,890	PRISE	Accepted	20
														DV Bonus		LIFT	Rejected	Not Ranked

Tier 1 and 2 and Planning \$22,509,557

Tier 2  
Partly in Tier 2  
Partly below Tier 2

Tier 1 and Planning  
\$19,629,801  
\$833,509  
Turning Point in Tier 2  
Tier 1 and 2 and Planning  
\$22,509,556  
\$97,708  
PRISE in Tier 2

Applicant Name	Project Name	Grant Number	Total ARA/Total Requested	Exits to Permanent Housing/ Retention in Permanent Housing	Exits to Homelessness	Increased participant earned income	Increased participant total income	Housing Utilization Rate	Participant Eligibility	HMIS DQ						
				SysPM 7b	7b data	APR Q23	% exits to homelessness	SysPM 4.1	4.1 data	SysPM 4.3	4.3 data	APR 8b	utilization rate households	CoC monitoring visit	% eligible	APR Q6
				PSH: 100% 5 99 to 99.99% 4 95 to 98.99% 3 90 to 94.99% 2 80 to 89.99% 1 Below 80% 0	RRH and TH: 90% to 100% 5 80 to 89.99% 4 75 to 79.99% 3 70 to 74.99% 2 60 to 69.99% 1 Below 60% 0	All components: 0 to 4.99% 5 5 to 9.99% 4 10 to 14.99% 3 15 to 19.99% 2 20 to 24.99% 1 25%+ 0	PSH: 10%+ 5 5 to 9.99% 4 2.5 to 4.99% 3 1 to 2.49% 2 0 to 0.99% 1 0% 0	RRH and TH: 35%+ 5 25 to 34.99% 4 20 to 24.99% 3 10 to 19.99% 2 0 to 9.99% 1 0% 0	PSH: 70%+ 5 50 to 69.99% 4 25 to 49.99% 3 10 to 24.99% 2 0 to 9.99% 1 0% 0	RRH and TH: 90%+ 5 75 to 89.99% 4 50 to 74.99% 3 25 to 49.99% 2 0 to 24.99% 1 0% 0	PSH and TH: 100%+ 5 95 to 99.99% 4 85 to 94.99% 3 75 to 84.99% 2 50 to 74.99% 1 0 to 49.99% 0	RRH: 200%+ 5 150 to 199.99% 4 100 to 149.99% 3 75 to 99.99% 2 50 to 74.99% 1 0 to 49.99% 0	0 to 5 points scored (% eligible participants x 5 points)	0 to 5 points @ -1 point per data element error rate 5% or above Q6a, Q6b, Q6c		

			EXITS TO PH	EXITS TO HOMELESSNESS	INCREASED EMPLOYMENT INCOME	INCREASED ALL INCOME	RESIDENCY RATE	ELIGIBILITY	HMIS DQ
Westchester County Department of Community Mental Health	Westchester CoC Planning	NY1470L2T042200	\$500,000						
Westchester County Department of Social Services	HMIS	NY0749L2T042213	\$260,000						
Westchester County Department of Social Services	HMIS expansion		\$40,000						
Westchester County Department of Social Services	Westchester Coordinated Entry	NY1050L2T042207	\$640,873						
Westchester County Department of Social Services	First Steps	NY0862L2T042211	\$961,165	5.00	100.00%	5.00	0%	5	27%
Westchester County Department of Social Services	Homestead	NY0478L2T042215	\$519,137	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 06	NY0625L2T042214	\$311,693	5.00	100.00%	5.00	0%	5	19%
Westchester County Department of Social Services	New Start	NY1049L2T042205	\$859,733	5.00	96.55%	5.00	0%	4	29%
Westchester County Department of Community Mental Health	DCMH RAP	NY0488L2T042215	\$9,819,022	3.00	98.64%	4.00	8%	4	5%
The Municipal Housing Authority for the City of Yonkers	Rapid Road To Housing	NY1124L2T042206	\$938,003	5.00	95.83%	5.00	1%	4	25%
Mount Vernon Urban Renewal Agency	Shallow Rent	NY0475L2T042215	\$430,860	3.00	96.97%	3.00	13%	0	0%
The Municipal Housing Authority for the City of Yonkers	Yonkers RA	NY0496L2T042215	\$647,703	5.00	100.00%	5.00	0%	0	0%
Mount Vernon Urban Renewal Agency	CMV RA 05	NY0816L2T042212	\$318,037	1.00	83.33%	2.00	17%	4	5%
Westchester County Department of Social Services	RISE	NY1237D2T042204	\$630,981	4.00	82.05%	3.00	10%	5	67%
Mount Vernon Urban Renewal Agency	CMV RA 07	NY0627L2T042214	\$109,810	5.00	100.00%	5.00	0%	0	0%
Westchester County Department of Social Services	Turning Point	NY0988L2T042208	\$3,476,293	3.00	98.03%	3.00	14%	1	0.93%
HOPE Community Services, Inc.	CNR Rehousing Initiative	NY0861L2T042211	\$316,454	2.00	93.33%	5.00	0%	5	20%
Westchester County Department of Social Services	Stepping Stones	NY0864L2T042211	\$329,915	0.00	50%	5.00	0%	4	31%
			\$21,109,679	5		5		5	
Westchester County Department of Community Mental Health	DCMH CaresPlus		\$602,231						
Westchester County Department of Social Services	Homestead expansion		\$699,938						
Westchester County Department of Social Services	PRISE		\$1,024,042						
Westchester County Department of Social Services	LIFT		\$680,123						

CoC Bonus \$1,439,878  
Tier 1 and 2 and Planning \$22,509,557

	APR timeliness	% unspent	% unspent	Population with severe needs	Project Component		Low Barrier			Participation in CE	CoC Board Attendance			SCORE	Total ARA/Total Requested	Project Name	Accepted or Rejected	RANK
# Q6 data elements 5%+ error rate	SAGE		% spent last APR	Project Application	Project Application	component	Project Application		LGBTQ+ policy compliance	CERC attendance records	CoC attendance records	recipient attendance most CoC Board meetings	provider attendance most CoC Board meetings	TOTAL				RANK
	1 point per on time APR due in last two funding periods	0 to 5 points scored (% funds grant spent x 5 points)		5 points for serving one or more of the following: • Youth • Victims of domestic violence • Families with children • Persons experiencing chronic homelessness • Veterans • Current or past substance use • Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) status • Significant health or behavioral health challenges or functional impairments	10 points for PSH or RHH; 5 points for TH; 0 points for SSO (except Coordinated Entry)		5 points for Housing First	3 points for Rapidly Moving participants into Housing [1 per CE Benchmark met]	3 points for submitted certification of compliance [recipient and subrecipient]	2 points for provider attendance at most CERC meetings when the project has any vacancies.	3 points for attendance at most CoC Board meetings [recipient and subrecipient]							
APR TIMELINESS FUNDING SPENT				SPECIAL POPULATION	HOUSING TYPE		HOUSING F CE BENCHMARKS	LGBTQ+ COMPLIANCE	CERC ATTENDANCE	CoC BOARD ATTENDANCE			TOTAL SCORE					
														100	\$500,000	Westchester CoC Planning	Accepted	Not Ranked
														99	\$760,000	HMIS	Accepted	1
														98	\$800,000	HMIS expansion	Accepted	2
														98	\$1,440,873	Westchester Coordinated Entry	Accepted	3
0	2	4.248414476	84.97%	5	10	PSH	5	3	3	2	3	1.5	1.5	69.25	\$2,402,038	First Steps	Accepted	4
0	2	4.9890594	99.80%	5	10	PSH	5	3	3	2	3	1.5	1.5	64.99	\$2,921,175	Homestead	Accepted	5
1	2	4.489582397	89.79%		10	PSH	5	3	3	2	3	1.5	1.5	62.08	\$3,232,868	CMV RA 06	Accepted	6
0	2	3.443108362	68.86%	3.28	10	RRH	0	3	3	2	3	1.5	1.5	58.72	\$4,092,601	New Start	Accepted	7
1	2	4.364814765	87.30%	1.61	10	PSH	5	3	2.571428571	2	3	1.5	1.5	58.05	\$13,911,623	DCMH RAP	Accepted	8
0	2	4.239869449	84.80%	2.5	10	RRH	0	3	3	2	1.5	0	1.5	57.24	\$14,849,626	Rapid Road To Housing	Accepted	9
0	2	4.653717913	93.07%	2.5	10	PSH	5	3	3	2	3	1.5	1.5	56.32	\$15,280,486	Shallow Rent	Accepted	10
1	2	4.572118317	91.44%		10	PSH	5	3	3	2	1.5	0	1.5	56.20	\$15,928,189	Yonkers RA	Accepted	11
1	2	5	100.00%	0.9375	10	PSH	5	3	3	2	3	1.5	1.5	55.44	\$16,246,226	CMV RA 05	Accepted	12
4	2	4.091663513	81.83%	5	10	JTPR	0	2	3	2	3	1.5	1.5	55.09	\$16,877,207	RISE	Accepted	13
1	2	4.368059271	87.36%		10	PSH	5	3	3	2	3	1.5	1.5	54.94	\$16,987,017	CMV RA 07	Accepted	14
2	2	4.329200751	86.58%	0.407	10	PSH	5	3	3	2	3	1.5	1.5	54.49	\$20,463,310	Turning Point	Accepted	15
2	2	4.294068174	85.88%		10	PSH	5	3	3	0	3	1.5	1.5	50.29	\$20,779,764	CNR Rehousing Initiative	Accepted	16
2	2	4.642872861	92.86%	5	5	TH	0	3	3	2	3	1.5	1.5	46.98	\$21,109,679	Stepping Stones	Accepted	17
	2	5		5	10		5	3	3	2	3			73.00				
														CoC Bonus	\$21,711,910	DCMH CaresPlus	Accepted	18
														CoC Bonus	\$22,411,848	Homestead expansion	Accepted	19
														DV Bonus	\$23,435,890	PRISE	Accepted	20
														DV Bonus		LIFT	Rejected	Not Ranked

Tier 1 and 2 and Planning \$22,509,557

Tier 2  
Partly in Tier 2  
Partly below Tier 2

Tier 1 and Planning  
\$19,629,801  
\$833,509  
Turning Point in Tier 2  
Tier 1 and 2 and Planning  
\$22,509,556  
\$97,708  
PRISE in Tier 2

# Approved Westchester Continuum of Care consolidated FY2023 CoC Application materials available for download and public review

Comments & questions about the FY2023 consolidated application may be emailed to [yqs2@westchestercountyny.gov](mailto:yqs2@westchestercountyny.gov)



[DOWNLOAD COC APPLICATION FY2023 HERE](#)

[DOWNLOAD COC PRIORITY LISTING FY2023 HERE](#)

Applicant: Yonkers/Mount Vernon/New Rochelle/Westchester County CoC NY-604  
Project: NY-604 CoC Registration FY2023 COC\_REG\_2023\_294735

### Before Starting the CoC Application

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

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

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

1. The FY 2023 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2023 CoC Application Detailed Instructions which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided for project applications in their Project Applications.
5. The application to ensure all documentation, including attachments are provided.

Your CoC Must Approve the Consolidated Application before You Submit It!

- CoC Form 2023 requires you to complete and submit the CoC Consolidated Application for the FY 2023 CoC Program Competition on behalf of your CoC.
- CoC Form 2023 requires you to obtain approval from your CoC before you submit the Consolidated Application to us.

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

**Attachments**  
Questions requiring attachments to receive points state: "You must upload an Attachment to the All Attachments column." Only attach documents responsive to the questions posed—uploading other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

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

We must be able to locate the date and time all attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the specific posting) using your operating computer, consistent with a webpage that indicates date and time.

Applicant: Yonkers/Mount Vernon/New Rochelle/Westchester County CoC NY-604  
Project: NY-604 CoC Registration FY2023 COC\_REG\_2023\_294735

### Before Starting the Project Listings for the CoC Priority Listing

The CoC Consolidated Application requires TWO submissions. Both this Project Priority Listing AND the CoC Application MUST be completed and submitted prior to the CoC Program Competition submission deadline stated in the NOFO.

The CoC Priority Listing includes:

- New
- Renewed
- LFA Costs
- CoC Planning
- NYSP Renewal and
- NYSP Requirement
- Attachment Requirement

HUD 2021: Continuation of Consistency with the Consolidated Plan - Collaborative Applicants must attach an accurately completed, signed, and dated HUD-2021.

**Things to Remember:**  
- New and Renewed Project Listings - all project applications must be reviewed, approved and ranked, or rejected based on the local CoC competition process.  
- Project applications on the following Project Listings must be approved, they are not ranked per the FY 2023 CoC Program Competition NOFO.

- LFA Costs Project Listing
- CoC Planning Project Listing
- NYSP Renewal and
- NYSP Requirement Project Listing

- Collaborative Applicants are responsible for ensuring all project applications accurately appear on the Project Listings and there are no project applications missing from one or more Project Listings.

- For each project application rejected by the CoC the Collaborative Applicant must send the reason for the rejection from the applicant provided.

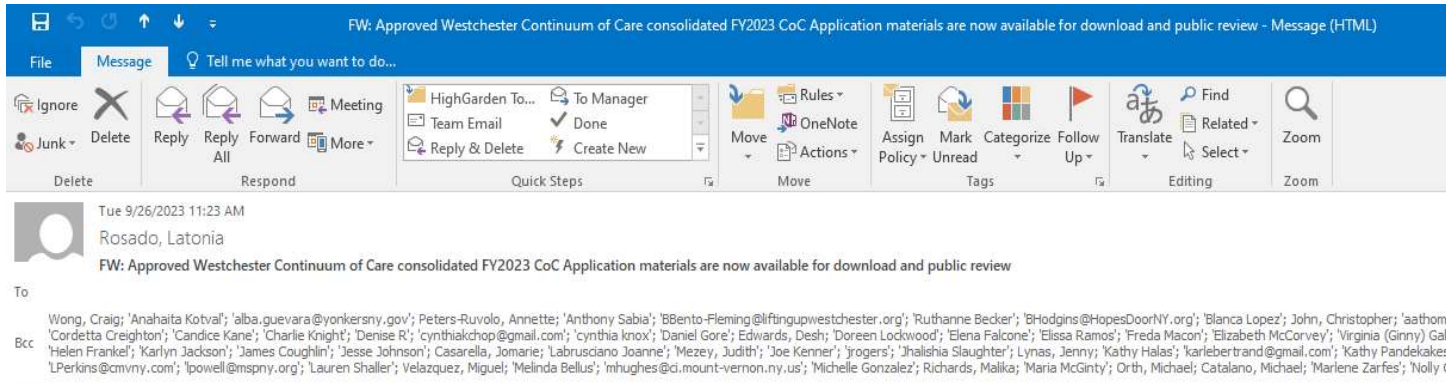
- If the Collaborative Applicant needs to amend a project application for any reason, the Collaborative Applicant MUST ensure the amended project is returned to the appropriate Project Listing. HUD uses BE-DIST to manage the CoC Priority Listing to HUD in a shop.

Additional training resources are available online on HUD's website: [https://www.hud.gov/program\\_offices/economic\\_planning/competition](https://www.hud.gov/program_offices/economic_planning/competition)



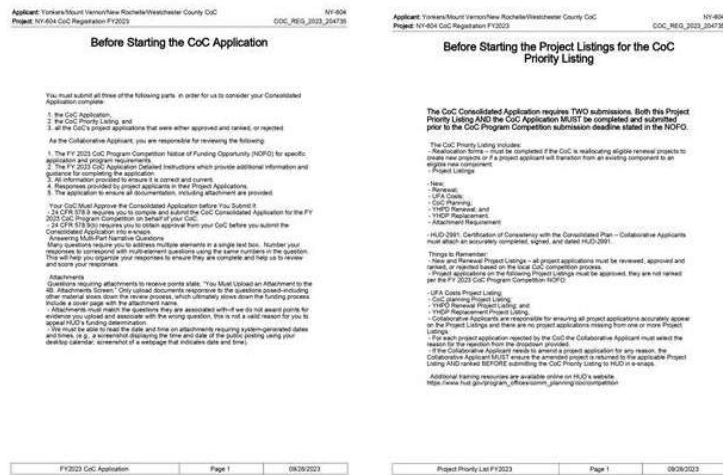


# Rosado, Latonia



The Approved Westchester Continuum of Care consolidated FY2023 CoC Application materials are now available for download and public review on the CoC v <https://www.wcohomeless.org/fy2023applications>

Comments and questions about the consolidated FY2023 CoC Application materials may be emailed to Yoav Spiegel at [yqs2@westchestercountynyny.gov](mailto:yqs2@westchestercountynyny.gov)



La Tonia Rosado  
Westchester County Dept of Social Services  
Office of Temporary Housing Assistance  
Tele-914-995-7096

# Rosado, Latonia

FW: Approved Westchester Continuum of Care consolidated FY2023 CoC Application materials are now available for download and public review - Message (HTML)

Tue 9/26/2023 11:23 AM  
Rosado, Latonia  
FW: Approved Westchester Continuum of Care consolidated FY2023 CoC Application materials are now available for download and public review

To  
Arbidesi, Mohammed; Best-Rowe, Shonette; Cajina, Ingrid; Casarella, Jomarie; DeJesus, Lillian; Escoffery-Miller, Lishwette; Essliffe-Alriong, Coretta; Falconi, Marina; Greenberg, Steven; Jonas-Hyatt, Treshana; Leal, Sylvia; Martinez, Keisha; Montero, Xiomara; Pantaleon, Karen; Rivera, Madelin; Rodriguez-Martinez, Luz; Sutton, John; Taveras, Yelitza; Vargas, Jael; Walsh, Brooke; Khan-Mendoza, Kasian; Velazquez, Miguel; Covill@hdsww.org; jsawyer@lexingtonctr.org; vlouie@communityhousing.org; pguity@hdsww.org; danderson@communityhousing.org; Tamica Williams; NFields@urinc.org; LShuster@urinc.org; epoppit@hogar-inc.org; gquinones@hogar-inc.org; Lisatheconsultant@gmail.com; Heidi De los Santos; Venus Padilla; Kimberly Warren; Mayra Garcia; jenasca.muniz@westhab.org; vance.valentine@westhab.org; Millie.Kellogg@Westhab.org; McSpedon, Allison

The Approved Westchester Continuum of Care consolidated FY2023 CoC Application materials are now available for download and public review on the CoC website at: <https://www.wcohomeless.org/fy2023applications>

Comments and questions about the consolidated FY2023 CoC Application materials may be emailed to Yoav Spiegel at [yqs2@westchestercountryny.gov](mailto:yqs2@westchestercountryny.gov)

**Before Starting the CoC Application**

The final report all items of the following parts in order to consider your Consolidated Application successful:

1. The CoC Application;
2. The CoC Priority Listing; and
3. All the CoC's project applications that were either approved and listed, or rejected.

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

1. The FY 2023 CoC Program Completion Report of Housing Opportunity (HCO) for each project.
2. The FY 2023 CoC Application Submission Instructions which provide additional information and instructions for the CoC Application.
3. All information provided to you in a correct and current manner.
4. The operational and financial data submitted in the CoC Application.
5. The CoC Application Submission Instructions.

The CoC must approve the Consolidated Application before the Submission of the CoC Application to the CoC.

Many applicants receive you to address multiple elements in a single section. Number your responses in a consistent and sequential manner using the same number in the section. Please list your responses to ensure they are complete and help us to better and more your responses.

**Attachments:**

- CoC Application: This is the CoC Application that you are submitting to the CoC.
- CoC Priority Listing: This is the CoC Priority Listing that you are submitting to the CoC.
- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.
- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.

**Additional Attachments:**

- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.
- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.

**Before Starting the Project Listings for the CoC Priority Listing**

The CoC Consolidated Application requires TWO submissions. Both the Project Priority Listing AND the CoC Application MUST be completed and submitted prior to the CoC Project Completion submission deadline listed in the HCO.

The CoC Priority Listing includes:

- Application Number: Must be completed if the CoC is requesting digital renewal projects to ensure your projects or a project applicant will transition from an existing component to a new project listing.
- Name
- Address
- CoC Priority Listing
- CoC Application
- CoC Application Submission Instructions
- Attachment Requirements

HCO 2023: Continuation of Contracting with the Consolidated Plan - Collaborative Applicants must attach an accurately completed, signed, and dated HCO 2023.

Types of Renewal:

- New or Renewal: Project listing or project applications must be received, approved and listed prior to the CoC Application submission deadline.
- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.

CoC Application Submission Instructions:

- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.
- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.

Additional Attachments:

- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.
- CoC Application Submission Instructions: This is the CoC Application Submission Instructions that you are submitting to the CoC.

La Tonia Rosado  
Westchester County Dept of Social Services  
Office of Temporary Housing Assistance  
Tele-914-995-7096

# 2023 HDX Competition Report

## PIT Count Data for NY-604 - Yonkers, Mount Vernon/Westchester County CoC

### Total Population PIT Count Data

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count	1683	1383	1356	1317
Emergency Shelter Total	1,068	751	895	1025
Safe Haven Total	0	0	0	0
Transitional Housing Total	548	536	411	235
Total Sheltered Count	1616	1287	1306	1260
Total Unsheltered Count	67	96	50	57

### Chronically Homeless PIT Counts

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of Chronically Homeless Persons	130	118	119	97
Sheltered Count of Chronically Homeless Persons	113	118	113	85
Unsheltered Count of Chronically Homeless Persons	17	0	6	12

# 2023 HDX Competition Report

## PIT Count Data for NY-604 - Yonkers, Mount Vernon/Westchester County CoC

### Homeless Households with Children PIT Counts

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Households with Children	342	259	266	234
Sheltered Count of Homeless Households with Children	342	259	266	234
Unsheltered Count of Homeless Households with Children	0	0	0	0

### Homeless Veteran PIT Counts

	2011 PIT	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Veterans	161	37	29	25	34
Sheltered Count of Homeless Veterans	152	36	29	24	33
Unsheltered Count of Homeless Veterans	9	1	0	1	1

\*For CoCs that did not conduct an unsheltered count in 2021, 2020 data were used.

# 2023 HDX Competition Report

## HIC Data for NY-604 - Yonkers, Mount Vernon/Westchester County CoC

### HMIS Bed Coverage Rates

Project Type	Total Year-Round, Current Beds	Total Current, Year-Round, HMIS Beds	Total Year-Round, Current, Non-VSP Beds*	HMIS Bed Coverage Rate for Year-Round Beds	Total Year-Round, Current VSP Beds in an HMIS Comparable Database	Total Year-Round, Current, VSP Beds**	HMIS Comparable Bed Coverage Rate for VSP Beds	Total Current, Year-Round, HMIS Beds and VSP Beds in an HMIS Comparable Database	HMIS and Comparable Database Coverage Rate
ES Beds	1,112	1,070	1,073	99.72%	20	39	51.28%	1,090	98.02%
SH Beds	0	0	0	NA	0	0	NA	0	NA
TH Beds	522	522	522	100.00%	0	0	NA	522	100.00%
RRH Beds	228	228	228	100.00%	0	0	NA	228	100.00%
PSH Beds	1,497	1,370	1,497	91.52%	0	0	NA	1,370	91.52%
OPH Beds	3,082	2,390	2,435	98.15%	0	0	NA	2,390	77.55%
Total Beds	6,441	5,580	5,755	96.96%	20	39	51.28%	5,600	86.94%

2023 HDX Competition Report

**HIC Data for NY-604 - Yonkers, Mount Vernon/Westchester County CoC**

# 2023 HDX Competition Report

## HIC Data for NY-604 - Yonkers, Mount Vernon/Westchester County CoC

### Notes

\*For OPH Beds, this does NOT include any beds that are Current, Non-VSP, Non-HMIS, and EHV-funded.

\*\*For OPH Beds, this does NOT include any beds that are Current, VSP, Non-HMIS, and EHV-funded.

In the HIC, "Year-Round Beds" is the sum of "Beds HH w/o Children", "Beds HH w/ Children", and "Beds HH w/ only Children". This does not include Overflow ("O/V Beds") or Seasonal Beds ("Total Seasonal Beds").

In the HIC, Current beds are beds with an "Inventory Type" of "C" and not beds that are Under Development ("Inventory Type" of "U").

### PSH Beds Dedicated to Persons Experiencing Chronic Homelessness

Chronically Homeless Bed Counts	2020 HIC	2021 HIC	2022 HIC	2023 HIC
Number of CoC Program and non-CoC Program funded PSH beds dedicated for use by chronically homeless persons identified on the HIC	0	3	3	3

### Rapid Rehousing (RRH) Units Dedicated to Persons in Household with Children

Households with Children	2020 HIC	2021 HIC	2022 HIC	2023 HIC
RRH units available to serve families on the HIC	83	80	78	59

### Rapid Rehousing Beds Dedicated to All Persons

All Household Types	2020 HIC	2021 HIC	2022 HIC	2023 HIC
RRH beds available to serve all populations on the HIC	285	306	297	228

2023 HDX Competition Report

**HIC Data for NY-604 - Yonkers, Mount Vernon/Westchester County CoC**



# 2023 HDX Competition Report

## FY2022 - Performance Measurement Module (Sys PM)

### Summary Report for NY-604 - Yonkers, Mount Vernon/Westchester County CoC

#### Measure 1: Length of Time Persons Remain Homeless

This measures the number of clients active in the report date range across ES, SH (Metric 1.1) and then ES, SH and TH (Metric 1.2) along with their average and median length of time homeless. This includes time homeless during the report date range as well as prior to the report start date, going back no further than October, 1, 2012.

**Metric 1.1: Change in the average and median length of time persons are homeless in ES and SH projects.**

**Metric 1.2: Change in the average and median length of time persons are homeless in ES, SH, and TH projects.**

a. This measure is of the client's entry, exit, and bed night dates strictly as entered in the HMIS system.

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2021	FY 2022	Submitted FY 2021	FY 2022	Difference	Submitted FY 2021	FY 2022	Difference
1.1 Persons in ES and SH	2578	3013	146	132	-14	54	62	8
1.2 Persons in ES, SH, and TH	3261	3523	273	236	-37	108	88	-20

b. Due to changes in DS Element 3.17, metrics for measure (b) will not be reported in 2016.

This measure includes data from each client's "Length of Time on Street, in an Emergency Shelter, or Safe Haven" (Data Standards element 3.17) response and prepends this answer to the client's entry date effectively extending the client's entry date backward in time. This "adjusted entry date" is then used in the calculations just as if it were the client's actual entry date.

NOTE: Due to the data collection period for this year's submission, the calculations for this metric are based on the data element 3.17 that was active in HMIS from 10/1/2015 to 9/30/2016. This measure and the calculation in the SPM specifications will be updated to reflect data element 3.917 in time for next year's submission.

2023 HDX Competition Report  
**FY2022 - Performance Measurement Module (Sys PM)**

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2021	FY 2022	Submitted FY 2021	FY 2022	Difference	Submitted FY 2021	FY 2022	Difference
1.1 Persons in ES, SH, and PH (prior to "housing move in")	2704	3133	460	438	-22	150	125	-25
1.2 Persons in ES, SH, TH, and PH (prior to "housing move in")	3361	3640	559	540	-19	270	181	-89

# 2023 HDX Competition Report

## FY2022 - Performance Measurement Module (Sys PM)

### Measure 2: The Extent to which Persons who Exit Homelessness to Permanent Housing Destinations Return to Homelessness

This measures clients who exited SO, ES, TH, SH or PH to a permanent housing destination in the date range two years prior to the report date range. Of those clients, the measure reports on how many of them returned to homelessness as indicated in the HMIS for up to two years after their initial exit.

	Total # of Persons who Exited to a Permanent Housing Destination (2 Years Prior)	Returns to Homelessness in Less than 6 Months		Returns to Homelessness from 6 to 12 Months		Returns to Homelessness from 13 to 24 Months		Number of Returns in 2 Years	
		FY 2022	% of Returns	FY 2022	% of Returns	FY 2022	% of Returns	FY 2022	% of Returns
Exit was from SO	35	4	11%	0	0%	4	11%	8	23%
Exit was from ES	540	39	7%	15	3%	35	6%	89	16%
Exit was from TH	189	8	4%	3	2%	6	3%	17	9%
Exit was from SH	0	0		0		0		0	
Exit was from PH	887	68	8%	30	3%	29	3%	127	14%
TOTAL Returns to Homelessness	1651	119	7%	48	3%	74	4%	241	15%

### Measure 3: Number of Homeless Persons

#### Metric 3.1 – Change in PIT Counts

## 2023 HDX Competition Report

### FY2022 - Performance Measurement Module (Sys PM)

This measures the change in PIT counts of sheltered and unsheltered homeless person as reported on the PIT (not from HMIS).

	January 2021 PIT Count	January 2022 PIT Count	Difference
Universe: Total PIT Count of sheltered and unsheltered persons	1383	1356	-27
Emergency Shelter Total	751	895	144
Safe Haven Total	0	0	0
Transitional Housing Total	536	411	-125
Total Sheltered Count	1287	1306	19
Unsheltered Count	96	50	-46

### Metric 3.2 – Change in Annual Counts

This measures the change in annual counts of sheltered homeless persons in HMIS.

	Submitted FY 2021	FY 2022	Difference
Universe: Unduplicated Total sheltered homeless persons	3356	3626	270
Emergency Shelter Total	2710	3147	437
Safe Haven Total	0	0	0
Transitional Housing Total	783	648	-135

# 2023 HDX Competition Report

## FY2022 - Performance Measurement Module (Sys PM)

### Measure 4: Employment and Income Growth for Homeless Persons in CoC Program-funded Projects

Metric 4.1 – Change in earned income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	1104	974	-130
Number of adults with increased earned income	75	71	-4
Percentage of adults who increased earned income	7%	7%	0%

Metric 4.2 – Change in non-employment cash income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	1104	974	-130
Number of adults with increased non-employment cash income	315	305	-10
Percentage of adults who increased non-employment cash income	29%	31%	2%

Metric 4.3 – Change in total income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	1104	974	-130
Number of adults with increased total income	357	359	2
Percentage of adults who increased total income	32%	37%	5%

# 2023 HDX Competition Report

## FY2022 - Performance Measurement Module (Sys PM)

Metric 4.4 – Change in earned income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	314	385	71
Number of adults who exited with increased earned income	47	76	29
Percentage of adults who increased earned income	15%	20%	5%

Metric 4.5 – Change in non-employment cash income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	314	385	71
Number of adults who exited with increased non-employment cash income	74	89	15
Percentage of adults who increased non-employment cash income	24%	23%	-1%

Metric 4.6 – Change in total income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	314	385	71
Number of adults who exited with increased total income	113	148	35
Percentage of adults who increased total income	36%	38%	2%

## 2023 HDX Competition Report

### FY2022 - Performance Measurement Module (Sys PM)

#### Measure 5: Number of persons who become homeless for the 1st time

Metric 5.1 – Change in the number of persons entering ES, SH, and TH projects with no prior enrollments in HMIS

	Submitted FY 2021	FY 2022	Difference
Universe: Person with entries into ES, SH or TH during the reporting period.	2373	2842	469
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	908	909	1
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time)	1465	1933	468

Metric 5.2 – Change in the number of persons entering ES, SH, TH, and PH projects with no prior enrollments in HMIS

	Submitted FY 2021	FY 2022	Difference
Universe: Person with entries into ES, SH, TH or PH during the reporting period.	2978	3878	900
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	1324	1651	327
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time.)	1654	2227	573

## 2023 HDX Competition Report

### FY2022 - Performance Measurement Module (Sys PM)

#### Measure 6: Homeless Prevention and Housing Placement of Persons defined by category 3 of HUD's Homeless Definition in CoC Program-funded Projects

This Measure is not applicable to CoCs in FY2022 (Oct 1, 2021 - Sept 30, 2022) reporting period.

#### Measure 7: Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing

Metric 7a.1 – Change in exits to permanent housing destinations

	Submitted FY 2021	FY 2022	Difference
Universe: Persons who exit Street Outreach	336	331	-5
Of persons above, those who exited to temporary & some institutional destinations	41	45	4
Of the persons above, those who exited to permanent housing destinations	8	18	10
% Successful exits	15%	19%	4%

Metric 7b.1 – Change in exits to permanent housing destinations



# 2023 HDX Competition Report

## FY2022 - Performance Measurement Module (Sys PM)

	Submitted FY 2021	FY 2022	Difference
Universe: Persons in ES, SH, TH and PH-RRH who exited, plus persons in other PH projects who exited without moving into housing	1913	1900	-13
Of the persons above, those who exited to permanent housing destinations	505	379	-126
% Successful exits	26%	20%	-6%

### Metric 7b.2 – Change in exit to or retention of permanent housing

	Submitted FY 2021	FY 2022	Difference
Universe: Persons in all PH projects except PH-RRH	4058	4543	485
Of persons above, those who remained in applicable PH projects and those who exited to permanent housing destinations	4007	4499	492
% Successful exits/retention	99%	99%	0%

# 2023 HDX Competition Report

## FY2022 - SysPM Data Quality

### NY-604 - Yonkers, Mount Vernon/Westchester County CoC

	All ES, SH			All TH			All PSH, OPH			All RRH			All Street Outreach		
	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022
1. Number of non-DV Beds on HIC	1008	990	1089	671	671	671	4324	4001	3766	285	306	255			
2. Number of HMIS Beds	1008	984	1088	671	671	671	4093	3811	3551	285	306	255			
3. HMIS Participation Rate from HIC ( % )	100.00	99.39	99.91	100.00	100.00	100.00	94.66	95.25	94.29	100.00	100.00	100.00			
4. Unduplicated Persons Served (HMIS)	3445	2745	3283	928	786	648	4547	4254	4147	801	742	804	256	316	228
5. Total Leavers (HMIS)	2719	1995	2364	329	319	442	757	663	501	276	231	378	213	232	192
6. Destination of Don't Know, Refused, or Missing (HMIS)	1743	1172	1415	10	14	11	14	24	13	3	17	31	190	196	132
7. Destination Error Rate (%)	64.10	58.75	59.86	3.04	4.39	2.49	1.85	3.62	2.59	1.09	7.36	8.20	89.20	84.48	68.75

2023 HDX Competition Report  
**FY2022 - SysPM Data Quality**

# 2023 HDX Competition Report

## Submission and Count Dates for NY-604 - Yonkers, Mount Vernon/Westchester County CoC

### Date of PIT Count

	Date	Received HUD Waiver
Date CoC Conducted 2023 PIT Count	1/25/2023	

### Report Submission Date in HDX

	Submitted On	Met Deadline
2023 PIT Count Submittal Date	4/19/2023	Yes
2023 HIC Count Submittal Date	4/19/2023	Yes
2022 System PM Submittal Date	2/10/2023	Yes

George Latimer  
County Executive

Department of Social Services

Leonard G. Townes  
Commissioner

August 21, 2023

To Whom It May Concern,

**Re: Certification of Cash Match for new FY2023 CoC Bonus project DCMH CaresPlus**

I am writing on behalf of the Westchester County Department of Social Services to confirm our commitment of \$93,360 in matching funds for the new FY2023 CoC Bonus project DCMH CaresPlus. These matching funds consist of the following:

<i>Category</i>	<i>Activity Funded</i>	<i>Detail</i>	<i>Source or Provider</i>	<i>Value</i>
Rental Assistance	Rental Assistance	Rent subsidy for 5 one-BR units (26% of project total) for 12 months	WestCARES contract funded by Westchester County DSS	\$93,360
			<b>TOTAL</b>	<b>\$93,360</b>

This commitment is firm. The matching funds will be made available throughout the grant period.

Sincerely,



Leonard G. Townes  
Commissioner

**DATE:** January 4, 2023

**TO:** Michael Orth, M.S.W., Commissioner  
Department of Community Mental Health

**FROM:** Leonard G. Townes, Commissioner  
Department of Social Services

**RE:** **Interdepartmental Cooperative Agreement Between Westchester County Department of Social Services and Westchester County Department of Community Mental Health for the WestCARES Program to Provide Supported Housing and Support Services for Homeless Individuals with Behavioral Health Disabilities**

The Westchester County Departments of Social Services (DSS) and Community Mental Health (DCMH) seek an Interdepartmental Cooperative Agreement that supports funding for supported housing and housing case management services for 72 units. This program will heretofore be referred to as Westchester Clinical and Residential Environment Services (WestCARES). The term of this agreement is effective **January 1, 2023 through December 31, 2023**, in the amount not to exceed EIGHT HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED AND TWELVE (\$898,912.00) DOLLARS, subject to County appropriations.

Through the collaborative effort of the DCMH and DSS, a supported housing program entitled WestCARES has been implemented. This initiative provides housing for homeless individuals with behavioral health disabilities in Westchester County. This program will provide housing and case management services to an estimated 72 individuals. Fifty-three (53) of those individuals reside in HUD Rental Assistance units consisting of twenty-one (21) granted to DCMH, twelve (12) granted to the Municipal Housing Authority of the City of Yonkers and twenty (20) granted to the City of Mount Vernon. The remaining nineteen (19) individuals reside in units supported through this Interdepartmental Cooperative Agreement. All persons served through this initiative will be identified from homeless outreach programs, shelters and drop-in centers.

Due to the high needs of the population to be served, access to appropriate housing is often difficult. This project will strive to reduce homelessness by offering housing first. The housing case management services will help to maintain individuals in their homes.

The Department of Community Mental Health (DCMH) will contract with Human Development Services of Westchester (HDSW) and The Mental Health Association of Westchester (MHAW) to provide housing and case management services for up to 72 homeless persons with behavioral health disabilities. The agreements with the above agencies are exempt under Section 3 (a) xvii

of the Westchester County Procurement Policy. DCMH reserves the right to issue a Request for Proposals ("RFP") in order to secure/maintain services referenced in this agreement. DCMH must advise DSS of the issuance and outcome of any RFP related to these services. If required, this agreement will be amended to reflect any changes in contract providers.

As the Department receiving the funds, DCMH will have custody of all documentation supporting the expenditures claimed in each request for reimbursement. This documentation will be available for audit by the funding department of its auditors.

The responsibilities of the respective departments under this agreement are as follows:

**Department of Community Mental Health:**

1. Contract with The Mental Health Association of Westchester and Human Development Services of Westchester to provide up to 72 supported housing beds/units, each agency to provide housing and case management services to homeless individuals with mental illness and/or mental illness and substance abuse;
2. Contract with The Mental Health Association of Westchester (8), HDSW (13) for a total of 21 HUD Rental Assistance beds/units.
3. Conduct/Participate in centralized housing meetings to assist in the placement of identified eligible individuals into housing under this program.
4. Coordinate and cooperate with the Westchester County Continuum of Care (CoC) Partnership to End Homelessness Coordinated Entry System and DSS in the program operation of WestCARES for purposes of referral, data collection, technical assistance and monitoring.
5. Participate in the monitoring and evaluation of this project.

**PERFORMANCE MEASUREMENT** - DCMH acknowledges and agrees that it shall participate in the measurement of its performance under this Agreement, as follows:

- (a) DCMH will submit performance reports to DSS no later than the **15<sup>th</sup> day following the end of the month**. DCMH shall provide DSS with detailed written reports, in a form specified by the Commissioner/Director as seen in Schedule "B". All performance reports should outline the progress in achieving the Targets/Outcomes as mutually agreed by DSS and DCMH in order to enable DSS to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by DSS for those purposes to date.

A scanned copy of performance reports must be forwarded to, on or before the date specified, to the attention of:

**#DSS9001-23**

Craig Wong – [cqw1@westchestergov.com](mailto:cqw1@westchestergov.com)  
Troy Decohen – [tqd9@westchestergov.com](mailto:tqd9@westchestergov.com)

- (b) DSS reserves the right to audit the performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may, in his/her discretion, deem necessary and appropriate to verify the information provided by DCMH as required by subsection (a), above.

DCMH reserves the right to modify the process by which PMIs and any other performance-based information is reported by contract providers

- (c) Performance Measurement Indicators (“PMI”) shall include, but are not necessarily limited to, the following outcomes:
- a. Total number served monthly and year-to-date
  - b. Number of participants remaining in permanent housing
  - c. Number of participants exiting to permanent housing (subsidized)
  - d. Number of participants exiting to permanent housing (unsubsidized)
  - e. Number of participants age 18 or older who maintained total income (from all sources as of the end of the month)
  - f. Number of participants age 18 or older who had increased total income (from all sources as of the end of the month)
6. Report all incidents that impact the program to DSS.
7. Monitor WestCARES to insure that participants apply for SSI/SSD.
8. Monitor and audit agency expenses for this program in a similar manner to which it does its State Aid and Federal programs. Will make available to DSS auditors upon request documentation to substantiate DCMH reimbursement requests. However, these requests will not hinder reimbursement to DCMH in a timely manner.
9. Monitor and enforce all contractual obligations with the selected providers.

Keep and make available for audit all financial documentation related to transfers of funds made by DSS under this agreement.

**INTERDEPARTMENTAL MONTHLY BILLING PROCESS** - The following process was agreed on by both departments.

Contract agencies must submit Fiscal Reports to DCMH no later than the **15<sup>th</sup> of the following month.**

**#DSS9001-23**



DCMH Administration will submit all fiscal claims and program expenditure summary reports to the Manager of the DSS Housing Office no later than the **15<sup>th</sup> day following the end of each month**. In order to meet year-end closing, invoices and supported documentation for **December** must be submitted no later than the **9<sup>th</sup> day of January**.

Fiscal claims and program expenditure summary reports are to be forwarded on or before the 15<sup>th</sup> of the month and the 9<sup>th</sup> of January, to:

**Craig Wong and Troy Decohen  
85 Court Street  
White Plains, NY 10601**

The terms for this agreement will be in accordance with the budgets set forth in Schedules "A-1" and "A-2" (see attached).

**Department of Social Services:**

1. Identify appropriate and eligible homeless individuals for placement in the combined supported housing beds using the CoC Coordinated Entry system.
2. Provide case information when available to respective contract agencies for the purpose of providing assistance in obtaining entitlements. This information will be provided through the Single Homeless Assessment Center (SHAC), the DSS program and District Offices, respectively for each person assisted.
3. Provide temporary assistance and process submitted applications for services such as Public Assistance, Medicaid, Food Stamps, and other applicable services as individuals may need or be eligible for through DSS.
4. Participate in ongoing evaluation and review of the program.
5. Coordinate and cooperate with DCMH's Single Point of Access (SPOA) and the Westchester County Continuum of Care (CoC) Partnership to End Homelessness in the program operation of WestCARES for purposes of referral, data collection, technical assistance and monitoring.
6. DSS will secure Safety Net Relief funds to cover costs related to the programs. This is subject to County and State appropriations.

A percentage of funding received by DSS shall support expenses, as specified in Schedules "A-1" and "A-2" attached hereto and made a part hereof, incurred for the provision of services by Human Development Services of Westchester and The Mental Health Association of Westchester ("the Agencies"). Reimbursement to the Agencies for the provision of such services shall be disbursed through the Department of Community Mental Health's Trust

Account T-343. The parties to this agreement recognize such reimbursement shall not exceed actual expenses and in no event collectively exceed actual expenses and in no event collectively exceed the amount of \$898,912. DSS will reimburse DCMH on a monthly basis for expenses submitted to DSS.

The Department ("DSS"), upon thirty (30) days notice to the Partner Agency ("DCMH"), may terminate this Agreement in whole or in part when the Department deems it to be in its best interest. In such event, the Partner Agency shall be compensated and the Department shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

**2023 INTERDEPARTMENTAL AGREEMENT**

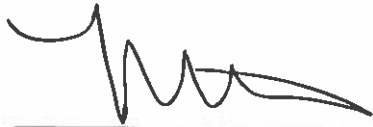
**SIGNATURE PAGE**

**Westchester County Department of Social Services and the  
Westchester County Department of Community Mental Health**

**WestCARES**

 1/30/23  
Date

Leonard G. Townes, Commissioner  
Department of Social Services



Michael Orth, M.S.W., Commissioner  
Department of Community Mental Health

1/6/2023  
Date

**SCHEDULE "A-1"**  
**Westchester County Department of Community Mental Health**  
**WestCARES - Human Development Services of Westchester, Inc.**  
**January 1, 2023 – December 31, 2023**  
**BUDGET**

<b>Personnel:</b>					
Salaries					Original Amount
Name	Position	Yearly Salary	FTE		
Evani Chang	Care Manager	44,262	10.00%		4,426
Jenette Malcolm	Care Manager	36,899	12.00%		4,428
Sonia Martin	Care Manager	38,709	12.50%		4,839
Robin Palache	Care Manager	42,994	25.00%		10,748
Yvonne Morales	Care Manager	58,323	8.00%		4,686
Marcella Michelli	Care Manager	54,829	12.00%		6,579
Lisandra Pineda	Care Manager	46,987	8.00%		3,759
Stacy Pagen	Care Manager	46,696	7.50%		3,502
Angela Turso	Care Manager	45,323	5.00%		2,266
Olga Lopez	Housing Services Coordinator	69,245	33.00%		22,851
Omayra Montanez	Representative Payee	69,108	15.00%		10,366
Nicole Granata	Director	100,666	25.00%		25,167
<b>Total Salaries</b>					<b>103,594</b>
Fringe 31.5%				Fringe items included	<b>32,632</b>
<b>Total Salaries &amp; Fringe</b>					<b>136,227</b>
<p>Note: Please note that salaries in the category above are those salaries exclusively dedicated to the program. Any other salaries that give support to the program are considered administrative &amp; overhead. Refer to the Administrative &amp; Overhead category for more information.</p>					
<b>OTPS (Other than Personnel Services):</b>					
Repairs & Maintenance					12,000
Participant Incidentals					24,000
Participant Rent	This line should correspond with Schedule "F" Rent Cost Allo				331,042
Household Supplies					10,572
Telecommunications					3,000
Travel					250
Staff Training/Development					200
Insurance - Auto					4,200
Security Deposits Participants					3,800
Storage/Moving/Cleanouts					9,500
Replacement Apartment Furnishings					23,000
Liability Insurance					5,700
<b>Total OTPS</b>					<b>427,264</b>
<b>Total Direct Costs</b>				<b>Total of Salaries &amp; Fringe and OTPS</b>	
					<b>563,491</b>
<b>Administrative &amp; Overhead</b>				<p>Administrative &amp; Overhead expenses pertain to costs that the agency considers necessary in order to give support to the program being funded. DSS needs evidence that those expenses are distributed proportionately among other programs. This will guarantee that all costs charged to DSS are really in support of the program. In order for the overhead charge to be approved, the vendor needs to provide</p>	
					<b>61,871</b>
<b>A&amp;O as % of Total Direct Costs</b>					<b>10.98%</b>
<b>Revenue (client portion of rent)</b>					<b>(49,949)</b>
				<b>Total Budget</b>	<b>575,413</b>

#DSS9001-23

**SCHEDULE "A-2"**

**Westchester County Department of Community Mental Health  
WestCARES – The Mental Health Association of Westchester County, Inc.  
DSS Supportive Services to Support DCMH, Mt Vernon, and MHACY Units  
January 1, 2023 – December 31, 2023  
BUDGET**

<b>Personnel:</b>				
<b>Salaries</b>				
Name	Position	Yearly Salary	FTE	Amount
Ruthanne Becker	SVP Rehabilitation Services	128,908	4.00%	5,156
Jeanne Gurnis	Program Assistant	48,273	12.00%	5,793
Karlyn Jackson	Program Director	97,993	13.00%	12,739
Reginald Jackson	Benefits Specialist	63,226	30.00%	18,968
Elizabeth Taylor	Program Supervisor	67,414	11.00%	7,415
Anna Mirdita	Rep Payee	82,916	30.00%	24,875
Ehlanna Spink	Staff Accountant	51,000	10.00%	5,100
Chantal Ho-Shing	Housing Case Manager	56,040	30.00%	16,812
Yolanda Gibson	Housing Case Manager	46,143	15.00%	6,921
Lateisha Elliot	Housing Case Manager	48,461	40.00%	19,385
TBD	Housing Case Manager	46,000	50.00%	23,000
TBD	Per diem Case Manager	40,040	14.29%	5,720
<b>Total Salaries</b>				<b>151,884</b>
Fringe 28.5%				43,287
<b>Total Salaries &amp; Fringe</b>				<b>195,171</b>
<b>Note:</b> Please note that salaries in the category above are those salaries exclusively dedicated to the program. Any other salaries that give support to the program are				
<b>Property</b>				
Office Rent				10,800
<b>OTPS (Other than Personnel Services):</b>				
Equipment				5,600
Supplies & Postage	includes both office and program supplies			6,996
Utilities				2,250
Telecommunications				3,582
Maintenance	if maintenance is performed by a salaried employee, the salary should be included in the Administrative & Overhead			2,000
Travel				6,807
Miscellaneous	This should be specified in order not to include expenses already stated above.			39,100
<b>Total OTPS</b>				<b>66,335</b>
<b>Total Direct Costs</b>				<b>272,305</b>
<b>Administrative &amp; Overhead</b>	Total of Salaries & Fringe and OTPS Administrative & Overhead expenses pertain to costs that the agency considers necessary in order to give support to the program being funded. DSS needs evidence that those			<b>51,193</b>
<b>A&amp;OH as % of Total Direct Costs</b>	Federally Approved Indirect Rate 18.8			<b>18.80%</b>
<b>Total Budget</b>				<b>323,499</b>

**SCHEDULE "B"**  
**Department of Community Mental Health**  
**WestCARES – DSS9001-23**  
**Monthly Report 2023**  
**Performance Measure Indicators (PMI) Report**

<b>Total unduplicated number of clients served</b> <b>This Month</b>	
<b>Total unduplicated number of clients served</b> <b>Year-to-Date</b>	

<b>Yearly Contract Capacity</b>	
---------------------------------	--

	Month	Month	Month	Unduplicated Quarterly Totals
% of persons remaining in permanent housing as of the end of the month or exiting to permanent housing (subsidized or unsubsidized) during the month. <b>(Target: 90%)</b>				
% of persons age 18 or older who maintained or increased their total income (from all sources) as of the end of the month. <b>(Target: 60%)</b>				
<b>*****Below is For DSS Office Use Only*****</b>				
<b>Total number of site visits by DSS</b>				
<b>Were the Statistics and PMI submitted:</b>				
By the 15 <sup>th</sup> day following the end of the month.				
Accurately?				
Complete?				
<b>Is the agency meeting or exceeding the contract capacity?</b>				
<b>Were the Claims submitted:</b>				
By the 15 <sup>th</sup> day following the expiration of each month and the 9 <sup>th</sup> day of January?				
Accurately?				
Complete?				
<b>Is the agency staying within the original budget?</b>				

May 3, 2022

To: Thomas Poovappallil  
Department of Community Mental Health

From: Brian D. Miller *BDM/ml*  
Senior Assistant County Attorney

Re: **Human Development Services of Westchester, Inc**  
**(CON126846)-40967-89063**

---

Enclosed herewith for distribution by your Department is a fully executed and approved copy of the above referenced document.

BDM/ml  
Encl.

CONTRACT REVIEW SHEET

CE-1001 (Rev. 10/80)

OnBase ID #40967

Approved A&C ID #89063

RECEIVED

County Executive Copy (Pink)  
Department Copy (Blue)

COUNTY OF WESTCHESTER

Community Mental Health  
Department

APR 29 2022  
CON 126846  
Westchester County  
Risk Management  
BDM

A. Agreement or Contract Number CMH2022019

B. Contractor(s) and other contract parties DCMH & Human Development Services of Westchester, Inc.

C. Description of work: Unified Services - Mental Health Services

D. Amount of Contract \$28,386,857.00 E. Departmental Contract Monitor: Thomas Poovappallil  
(5 years)

F. Start Date 01/01/2022 G. Completion Date: 12/31/2026  
Director of Mental Health Services 995-5160

I. Bid and Contract History:

- 1. Date bids received N/A 2. # of bids received N/A
- 3. Rank of successful bidder N/A 4. Amount of lowest bid N/A
- 5. Low Bidder N/A 6. Date of Board of A&C Resolution 12/16/2021
- 7. Contract prepared by: Thomas Poovappallil Phone 995-5160

8. Office of Risk Management review for contractor compliance with insurance and performance bond requirements of contract: by [Signature] on 4/29/30

9. Name and title of person executing contract on behalf of County: Michael Orth, M.S.W., Commissioner

10. Approved as to form and manner of execution of contract by Law Department: by [Signature] 5/2/22

J. I hereby certify that this job has not been broken down into separate contracts for the purpose of avoiding competitive bidding or consideration by the Board of Acquisition and Contract.

K. I hereby certify that I have examined and am familiar with the grant agreement and any applicable statutes, rules, regulations and operating policies to which this agreement is subject and that the foregoing program constitutes a permissible expenditure of grant funds thereunder.

COUNTY ATTORNEY

RECOMMENDED: \_\_\_\_\_ APPROVED: 18 10 2 MAY 2022

Dated \_\_\_\_\_ Dated WESTCHESTER COUNTY

Executed copies distributed to: \_\_\_\_\_  
Finance: by \_\_\_\_\_ on \_\_\_\_\_  
Contractor: by \_\_\_\_\_ on \_\_\_\_\_



THIS AGREEMENT made the 22<sup>nd</sup> day of April, 2022 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"),

acting by and through its Department of Community Mental Health (hereinafter referred to as the "Department"),

and

**HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC.** a not-for-profit corporation of the State of New York, having an office and place of business at 930 Mamaroneck Ave, Mamaroneck, NY 10543 (hereinafter referred to as the "Agency" or the "Contractor")

**WITNESSETH:**

**WHEREAS**, the County, acting by and through the Department, and the Agency desire to enter into an agreement pursuant to which the Agency will provide the County with certain community mental health services, on the terms specified herein.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**1. Services to be Performed:** The Agency will perform all of the services specified in Schedule "A", which is attached hereto and made a part hereof (the "Work").

**2. Term:** The term of this Agreement shall commence on January 1, 2022 and shall continue through December 31, 2026, unless terminated earlier pursuant to the provisions of this Agreement.

The Agency shall report to the County on its progress in performing the Work, as the Commissioner of the Department or his duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing

of any cause for delay in the performance of its obligations under this Agreement.

**3. Payment:** For the services to be provided pursuant to Paragraph "1", the Agency shall be paid an amount not-to-exceed TWENTY-EIGHT MILLION, THREE HUNDRED EIGHTY-SIX THOUSAND, EIGHT HUNDRED FIFTY-SEVEN DOLLARS (\$28,386,857.00), reimbursable in accordance with the budget in Schedule "B" (the "Budget") that is either, a.) attached hereto, and made a part hereof, or b.) a Repository Document (as defined below), and hereby incorporated by reference. In no event shall total payment to the Agency under this Agreement exceed the not-to-exceed amount set forth above.

The County and the Agency understand and acknowledge that the Agency may, during the term of this Agreement, wish to seek a modification to the Budget. The County and the Agency agree that the Agency may seek a Budget modification by submitting a request either, a.) in writing, if the Budget is attached to this Agreement, or b.) through the Vendor Portal's Budget Module, if the Budget is a Repository Document. The Agency understands, acknowledges, and agrees that no Budget modification shall take effect unless and until the Commissioner has consented to that Budget modification request; that the Commissioner shall not be required to consent to any Budget modification request; and that all decisions by the Commissioner regarding Budget modification requests are final.

The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from the State of New York ("State Aid") and/or the United States, through the State of New York, ("Federal Funds") for the purpose of providing the Work, and that no liability shall be incurred by the County beyond the State Aid and/or Federal Funds made available to the County for this Agreement. The Agency agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said State Aid and/or Federal Funds, or the State Aid and/or Federal Funds have otherwise been made available to said commissioner.

If, for any reason, the full amount of the said State Aid and/or Federal Funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Without limiting the foregoing, in the event the County makes any payment(s) hereunder in advance of receiving all or part of the State Aid and/or Federal Funds, if the State Aid and/or Federal Funds for such payment(s) is(/are) not subsequently received by the County Commissioner of Finance, the Agency shall repay to the County such payment(s).

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such

County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The Agency represents and warrants that the costs specified in Schedule "B" to be paid by the County represent the current amount of allowable expenditures reimbursable under this Agreement for the Work, as specified by the County, the State of New York, and/or the United States pursuant to law, regulation, rule, or by other proper exercise of authority.

The Agency understands and acknowledges that costs for which it seeks reimbursement, for rendering the Work, under this Agreement must be in full compliance with the applicable Aid to Localities Spending Plan Allocation Guidelines, which can be found at <https://www.omh.ny.gov/omhweb/spguidelines/> (the "SPAG"), if and to the extent that the SPAG are applicable to the Agency as a service-provider in the context of this Agreement. The Agency represents and warrants that, at the time of execution of this Agreement, it has a complete understanding of the applicable SPAG and can and will comply therewith. The Agency agrees to complete, and provide to the

County, any and all forms that it is required to complete and provide to the County according to the terms of the SPAG. The Agency understands and acknowledges that the applicable SPAG may vary from time to time, in the sole discretion of State of New York (and the entities that provide funds to the State of New York, to the extent that the State of New York may be obligated by such entities to impose terms on the County and/or its service-providers), and that the Agency must, therefore, keep abreast of the terms of the applicable SPAG, such as by accessing it via the website specified above.

The Agency understands and acknowledges that the maximum total amount subject to reimbursement under this Agreement shall in no event exceed the amount specified in this Paragraph "3", above, and that the maximum line-item amounts subject to reimbursement shall in no event exceed the amounts specified in the Budget included in Schedule "B."

The Agency further understands and acknowledges that, notwithstanding any other provision in this Agreement, that if, for any reason whatsoever, the Agency shall spend, during the term of this Agreement, for the purposes set forth herein, an amount less than the maximum total amount agreed to be spent by the Agency, as specified in this Paragraph "3", above, and/or an amount less than the maximum line-item amounts to be spent by the Agency, as specified in the Budget included in Schedule "B", the Agency shall not be entitled to payment by the County of any amounts beyond the amount of actual Agency expenditures made for the purposes set forth herein, as approved by the Department and County.

Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the Agency on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. Payment vouchers and related documentation shall be submitted by the Agency at the end of such payment period as may be specified by the Department (i.e., at the end of each year, each quarter, or each

month). All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Agency prior to the completion of all professional services, the submission of all required reports and statistics and the approval of same by the Commissioner.

**4. Agency Representation and Audit of Payments:** The Agency expressly represents, warrants and agrees that the Budget attached hereto as part of Schedule "B" and made a part of this Agreement, lists anticipated true and correct costs of personnel and other costs of the Work. The Agency shall advise the County in advance of any changes in services to be provided and no modification that results in a diminishment, increment, or addition of any services, or in the costs of rendering such services, shall be made without the consent of the County.

Payments by the County shall be subject to adjustment after audit and approval by the Department, and shall be subject to further adjustment after audit by the County Commissioner of Finance. The Agency shall reimburse the County for any sums provided by the County that are found by the County to be in excess of the actual Agency expenditures or in excess of the authorized amounts specified in Paragraph "3" of this Agreement or Schedule "B" to this Agreement.

**5. Collection of Fees & Other Aid:** The Agency shall administer the program(s) specified in this Agreement in such a manner as to maximize the receipt of Federal and State reimbursement for services provided under such program(s) to persons or groups of individuals who are or may become eligible for aid, benefits or payment, pursuant to Titles IV, XVI, XIX of the Social Security Act of 1935, as amended, or any other available governmental or private grants, benefits, or aid, and the Agency shall comply with any and all standards, criteria, and regulations pertinent thereto.

The Agency shall make every effort to collect fees from patients or clients, or their guardians, who are financially able to pay such fees, or where indicated, from the Federal Medicaid and/or Medicare Programs, or from the State under Sub-Chapter A, or

from purchase of services agreements, vocational rehabilitation and any other program for which clients of the Agency are eligible, or from other agencies, third parties, or insurance companies providing health insurance for the patients or clients, to the extent that they are applicable to the services conducted under this Agreement.

Notwithstanding the foregoing, the Agency represents that services shall not be refused to any person because of inability to pay such fee.

**6. Personnel, Licensure, Children, & Operating Certificates:** The Agency agrees to furnish a sufficient number of qualified and trained personnel, as well as the required space, materials, goods, equipment, and any other things necessary, to perform the Work.

The Agency agrees that if the performance of the Work requires the provision of any person(s) who, in order to legally perform their function, must be licensed by the State of New York or any other proper licensing authority (each a "Licensed Person"), the Agency shall, a.) provide such Licensed Person(s), and b.) ensure that such Licensed Person(s) is(/are) properly licensed. The involvement of each Licensed Person in the performance of the Work shall be subject to the approval of the Commissioner. However, the Agency shall take full legal responsibility for the performance of all portions of the Work performed by a Licensed Person, and provide the County with indemnification and defense for such performance, as specified in Paragraph "12".

In the event the Agency provides services to children as part of the Work, the Agency agrees to comply with New York Social Service Law Section 424-a (Child Abuse Registry Clearance), and New York Social Service Law Section 413 (Required Reporting of Cases of Suspected Child Abuse or Maltreatment), including, without limitation, subdivision 4 thereof (Unlawful Methamphetamine Laboratories). The Agency agrees, in compliance with applicable laws, to obtain mandatory and discretionary clearance for all persons who have regular and substantial contact with children.

The Agency shall maintain a valid operating certificate for any program(s) specified in Schedule "A" for which a license to operate is required by the New York State Department of Mental Hygiene, the New York State Department of Health, and/or any other department or agency of the County, the State of New York, and/or the United States.

**7. Records and Reports:** The Agency agrees to maintain individual records on each case/patient/client, which will include all diagnostic evaluations, studies, and records of treatment provided by the Agency. Such records, as well as any and all records or reports required by the Department, the New York State Department of Mental Hygiene, and/or any other State or Federal entity with jurisdiction, will be kept and made available for audit and inspection by the Department, the Westchester County Department of Finance, or be obtainable from the offices of the New York State Department of Mental Hygiene and/or New York State Comptroller. The Agency agrees to participate in patient or client tracking and registry systems required by the Department and/or any other County, State, or Federal entity with jurisdiction. The Agency will provide client-specific information to the Department for this purpose.

In addition to the foregoing, the Agency agrees to provide the Department with descriptive and statistical reports on forms approved by the Department. The Agency further agrees to provide the Department with any other descriptive statistical reports that the Department may require in the future.

The Agency shall keep accurate books and records of its operations in accordance with generally accepted accounting principles.

The Agency agrees to furnish all reports and materials necessary to permit the County to fulfill its reporting requirements to State and Federal authorities. The Agency further agrees to keep its facilities and its financial and other statistical records available for access and inspection by appropriate personnel of the Department, the County,



and/or the State during normal working hours. The right of access and inspection shall include, but not be limited to, the right to enter upon and inspect each and every facility, interview personnel, and interview those served by the program(s) provided by the Agency under this Agreement.

The Commissioner, authorized State and Federal personnel, or their duly authorized representatives may, at reasonable times, perform a program and facility review, which shall include review of program records, service policy, procedural issuances, staffing ratios, and job descriptions.

**8. Confidentiality of Records:** The Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information. The Agency agrees not to allow examination of records or the disclosure of information except as set forth herein and as permitted by applicable law.

**9. Audit of Records:** Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Agency as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Agency fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement. Post-payment audits are described in Paragraph "4" of this Agreement.

It is recognized and understood by the Agency that as part of the County's right to audit the Agency to substantiate the basis for payment, the County has the right to audit the performance of the terms of this contract by the Agency. Towards this end, the County may request documentation from the Agency to verify performance of the terms of this Agreement, which the Agency shall provide. The County may also make

site visits to the location(s) where the Work is being performed to both review the Agency's' records and observe the performance of this Agreement.

In addition to any other remedies it may have, the County shall have the right to deduct from future Contract payments under any contracts the County may have with the Agency any funds the County may determine are owed to the County under this Agreement.

The Agency agrees to maintain records and worksheets, including the necessary summaries of payrolls and time records, and abstracts from ledgers, registers or other expense records and all income from fees, all payments by other State or Federal agencies and any other income, to be recorded, included and summarized in support of future claims. All allocations of expense or income are to be fully documented by detailed worksheets showing the basis for the allocation. All such documentation including but not limited to such documentation of independent accountants retained by the Agency to perform such services shall be kept on file at one location and available for audit.

In addition, in accordance with New York State Department of Mental Hygiene requirements, a completed Consolidated Fiscal Report (CFR) must be submitted annually for the term of this Agreement to the appropriate office of the New York State Department of Mental Hygiene no later than one hundred twenty (120) days from the close of the calendar year and, if required, such report shall be certified by an independent licensed or certified public accountant. All such documentation, including but not limited to worksheets relative to the certification of this report of the independent licensed or certified public accountant retained by the Agency, shall be made available to the Department and/or County Commissioner of Finance upon request.

The Agency shall, within one hundred twenty (120) days of each fiscal year which includes any part of the term of this Agreement, submit to the Department its annual certified audit including the management letter for the prior calendar year or

other annual fiscal period. Submission of the audited statement shall not limit the County's right to inspect and audit the Agency's records and books of account. Such statement shall comply with all applicable State compliance requirements and governmental auditing standards applicable to the program and shall be prepared by a public accountant meeting the independence standards included in generally accepted government auditing standards. The Agency further agrees to furnish all reports and materials necessary to permit the County to fulfill its reporting requirements to State and Federal authorities. The Agency shall include, in its agreement with an independent auditor selected to perform the audits required hereunder, a provision providing the County, State, and Federal authorities with access to the auditor's work papers.

**10. Property, furniture, equipment, materials & supplies:** The Agency shall keep any and all property, furniture, equipment, materials, or supplies purchased with funds received hereunder in good working order and condition and shall not remove such property, furniture, equipment, materials, or supplies from the Agency's program(s) or facility(/ies) without prior written consent of the Commissioner unless the Agency replaces such property, furniture, equipment, materials, or supplies in kind with property, furniture, equipment, materials, or supplies of at least equal value.

Any property, furniture, equipment, materials, or supplies reimbursed through this Agreement, having a useful life beyond the term of this Agreement, shall be the property of the County on loan to the Agency and shall be turned over to the County upon termination of this Agreement. The Commissioner reserves the right to determine the disposition of such property, furniture, equipment, materials, or supplies.

Should the Agency dispose of said property, furniture, equipment, materials, or supplies with or without the consent of the Commissioner, and fail to replace them as required herein, the Commissioner shall have the right to deduct an amount equal to the present value of said property, furniture, equipment, materials, or supplies from the moneys due the Agency hereunder.

Further, should the Agency use any service, property, furniture, equipment, materials, or supplies purchased or contracted for by it pursuant to this Agreement for purposes other than those authorized herein, the costs of such services, property, furniture, equipment, materials, or supplies shall be pro-rated and only that part attributable to the performance of functions authorized by this Agreement shall be considered as reasonable and necessary costs for the purposes of this Agreement.

**11. Community Mental Health Services:** The Agency agrees to comply with such laws, rules, and regulations pertaining to community mental health and related services as the Department, the County, the State, and the United States may make, from time to time, pursuant to law. The Agency further agrees that it will share responsibility with other appropriate agencies, pursuant to applicable law, for the development of an effective system of integrated community mental health services in Westchester County. In the event the Agency fails to comply with any such laws, rules, and regulations, the effect of which is to result in the failure of the County to obtain State and/or Federal funding, then the Agency shall be responsible and agrees to refund to the County any funds lost by such noncompliance.

**12. Indemnification & Defense:** The Agency agrees to procure and maintain in continuous effect for the term of this Agreement policies of insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Agency agrees:

(a) that except for the amount, if any, of damage contributed to by, caused by, or resulting from the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under

the direction or control of the Agency; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Agency does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Agency shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**13. Non-Discrimination:** The Agency expressly agrees that neither it nor any contractor, consultant, subconsultant, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of race color, creed, sex, national origin, age, disability, ability to pay, marital status, or genetic predisposition carrier status, and no person shall be denied employment by the Agency in violation of State, Federal or other applicable laws against discrimination in employment. Without limiting the generality of the foregoing, the Agency agrees to comply with 42 USC Sec. 2000e-2, and with Sec. 220-e of the New York Labor Law, as presently in force and as they may from time to

time be amended.

The Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS- or HIV-related medical conditions. An Agency found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to the Agency will be terminated and/or administrative fines imposed.

**14. No-Assignment or Subcontract:** The Agency shall not make any delegation or assignment of, or otherwise transfer or dispose of, all or any part of this Agreement, including any duties or rights hereunder, without the prior express written consent of the County, subject to any necessary legal approvals. The Agency shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation, assignment, subcontracting, or other such action by the Agency regarding this Agreement without the prior express written consent of the County is void.

All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Agency that for the purposes of this Agreement, all portions of the Work performed by a County-approved subcontractor shall be deemed work performed by the Agency and the Agency shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Agency. The Agency shall obtain a written acknowledgement from the owner and/or chief executive of the subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the

County's contract, read it and is familiar with the material terms and conditions thereof. The Agency shall include provisions in its subcontracts designed to ensure that the Agency and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Agency shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Agency or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

**15. No-Conflicts of Interest:** The Agency agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Agency further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Agency represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability.

The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of

impropriety.

**16. Compliance with Laws, Rules, & Regulations:** The Agency shall comply, at its own expense, with the provisions of all applicable local, State, and Federal laws, rules, and, regulations, including, but not limited to, those applicable to the Agency as an employer of labor.

The Agency shall provide the Work in accordance with current industry standards and trade practices, as well as such standards and practices as have been, and may from time to time be, established and/or mandated by the Department or the State of New York, by and through any of its constituent parts, including the Department of Mental Hygiene and its subsidiary offices, including the New York State Office of Mental Health ("OMH"), the New York State Office of Addiction Services and Supports ("OASAS"), and the New York State Office for People With Developmental Disabilities ("OPWDD"). The Agency shall further comply, at its own expense, with all applicable rules, regulations, and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors, and others employed to render the services hereunder. The Agency represents that it has all licenses required to provide the Work that the Agency is required to provide under this Agreement.

The Agency warrants and represents as a material term of this Agreement, in accordance with the Omnibus Transportation Employees Testing Act of 1991, and all applicable Federal regulations, including, but not limited to, those contained in 49 CFR 382, every person and all employers of such persons operating a commercial motor vehicle as set forth in the Federal regulations shall comply with the aforesaid Federal regulations while providing services to the County and shall maintain records evidencing compliance, which records shall be auditable by County personnel or their designee. A copy of the employer's drug and alcohol testing program shall be submitted to the County for review upon execution of this Agreement.

The Agency understands and acknowledges that the County's payment to the



Agency of Federal Funds will make this Agreement subject to various Federal requirements, which are specified in various materials concerning, or otherwise applicable to, the Federal Funds (the "Federal Funds Materials"). All such materials are hereby incorporated by reference into this Agreement. The Agency hereby represents and warrants that it is aware of and/or possesses all such materials that it needs in order to be fully aware of, and fulfill, its obligations, including, but not necessarily limited to, the compliance obligations described in this Paragraph "16".

The Agency agrees that, in its performance of the Work, if Federal Funds are ever provided to the Agency under this Agreement, the Agency will comply, at its own expense, with, a.) all terms contained in the Federal Funds Materials, as such materials may be amended from time to time, and, without limiting the foregoing, b.) the provisions of all applicable Federal laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, ('a' and 'b', collectively, the "Federal Requirements"). The Federal Requirements are hereby incorporated into this Agreement by reference. The Agency's failure to comply with the Federal Requirements shall constitute a material breach of this Agreement.

Without limiting any of the foregoing, if Federal Funds are ever provided to the Agency under this Agreement, the Agency specifically agrees to the following:

- (a) Regarding access to records, access to sites where the Work is performed, and retention of records:
  - i.) In compliance with 2 C.F.R. 200.337(a) and 45 C.F.R. 75.364(a), the Agency agrees to provide the County, the United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States, any inspectors general, or any of the duly authorized representatives of any of these listed parties, access to any books, documents, papers, or other records which are pertinent to this Agreement in order to

- make audits, examinations, excerpts, and transcripts, as well as provide timely and reasonable access to the Agency's personnel for the purpose of interview and discussion related to such documents. The Agency agrees to allow the above-listed parties to reproduce, excerpt, and/or transcribe such books, documents, papers, and other records by any means whatsoever. The Agency also agrees to allow the above-listed parties such other access to records as may be necessary for compliance by such parties and/or the Agency with applicable Federal Requirements.
- ii.) In accordance with 2 C.F.R. 200.337(c) and 45 C.F.R. 75.364(c), all of the above-described rights of access to records shall last for as long as the records are retained by the Agency. In compliance with 2 C.F.R. 200.334 and 45 C.F.R. 75.361, the Agency agrees to maintain all of the records described in item 'i', above, for the applicable period of time specified in those regulations or such other regulations as may be applicable.
  - iii.) In compliance with 2 C.F.R. 200.329(f) and 45 C.F.R. 75.342(e), the Agency agrees to permit HHS to make site visits as needed.

(b) Regarding recovered materials:

- i.) The Agency agrees to comply with all applicable requirements of 2 C.F.R. 200.323; 45 C.F.R. 75.331; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and as further amended (42 U.S.C. § 6962); 40 C.F.R. Part 247, the United States Environmental Protection Agency's "Comprehensive Procurement Guideline for Products Containing Recovered Materials"; and Executive Order 12873.

(c) Regarding clean air and clean water, in compliance with Appendix II to 2 C.F.R. Part 200 and Appendix II to 45 C.F.R. Part 75:

- i.) The Agency agrees to comply with all applicable requirements of,

and standards, orders, or regulations issued pursuant to, the following:

- 1.) The Clean Air Act, as amended (42 U.S.C. § 7401 – 7671q); and
  - 2.) The Federal Water Pollution Control Act (also known as the Clean Water Act), as amended (33 U.S.C. § 1251 – 1387).
- ii.) The Agency agrees to report each violation of the provisions specified in item 'i', above, to the County and understands and acknowledges that the County will, in turn, report each violation as required to assure notification to HHS and the appropriate Environmental Protection Agency Regional Office.

(d) Regarding the procurement of subcontracts financed in whole or in part with Federal Funds:

- i.) The Agency agrees to comply with 2 C.F.R. 200.321 and 45 C.F.R. 75.330 in procuring any subcontract financed in whole or in part with Federal Funds.

(e) The Agency agrees to comply with and/or assist the County in complying with any and all Federal Requirements applicable to this Agreement, including, but not limited to, by providing the County with documents, records, and the like that the County may deem necessary and appropriate for such compliance efforts.

The Agency hereby represents and warrants that it has all of the information it needs regarding the Federal Requirements concerning reporting, patent rights, copyrights, and rights in data, and the Agency understands and acknowledges that all such requirements and regulations are hereby incorporated into this Agreement by reference, and shall prevail over any conflicting term(s) of this Agreement.

The Agency understands that the County has relied upon all materials and representations it has provided to the County concerning the Work and this Agreement in, a.) considering, among other things, whether the Agency is capable of successfully performing under the terms and conditions of this Agreement; the Agency's integrity and ethics; whether executing this Agreement with the Agency is in compliance with public policy; the Agency's record of past performance; and the Agency's financial, administrative, and technical resources and capacity, b.) consequently determining that the Agency is a responsible Agency, and c.) awarding this Agreement to the Agency.

It is the intent and understanding of the County and Agency that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Agency understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Agency hereby consents to amending this agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

**17. Additional Compliance Provisions Regarding Smoking:** If applicable, the Agency shall comply with Title X, Part C, of Public Law 103-227, also known as the Pro-Children Act of 1994 (the "Act"), which requires that smoking not be permitted in a any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the

provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The Agency recognizes and accepts that by signing this Agreement the Agency certifies that they will comply with the requirements of the Act, if applicable, and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Agency agrees that it will require that the language of this requirement, if applicable, be included in any subawards, which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Agency shall also comply with New York State Public Health Law 1399-o, governing smoking in public places and facilities, which is more restrictive than the Federal law. In all instances, if any State or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the State or local law, rule or regulation shall apply.

**18. Termination:** (a) The County, upon ten (10) days notice to the Agency, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Agency shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, at the rates specified in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Agency shall direct any approved subcontractors to do the same.

(b) If the Agency fails to perform the Work in the manner called for in this Agreement, or if the Agency otherwise fails to comply with any other provision(s) of this Agreement, the County may terminate this Agreement for cause. Termination shall be effected by sending a notice of termination on the Agency setting forth the manner in

which the Agency is in breach or default. The Agency will only be paid for the Work that the Commissioner has determined that the Agency performed in accordance with the manner of performance set forth in this Agreement.

The County in its sole discretion may, in the case of a termination for breach or default, allow the Agency a specified number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If the Agency fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the specified number of days set forth in the notice of termination after receipt by the Agency of written termination notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate this Agreement without any further obligation to the Agency. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against the Agency or other appropriate parties for said breach or default. In addition to any other right or remedy it might have, the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency.

(c) The Agency understands and acknowledges that, if Federal Funds are ever provided to the Agency under this Agreement, the Federal government may suspend, suspend then terminate, and/or terminate all or any part of such Federal Funds to be used to fund the Work. The Agency agrees that, in such event, the County shall have the right to immediately terminate all or part of the Work provided under this Agreement, upon notice to the Agency.

(d) In the event of a dispute as to the value of the Work rendered by the Agency prior to the date of termination, it is understood and agreed that the Commissioner shall

determine the value of such Work rendered by the Agency. The Agency shall accept such reasonable and good faith determination as final.

(e) In the event that the County exercises its option to terminate this agreement, the Agency, at the sole option of the County, may be required to continue to render services to Agency patients or clients deemed in need of care until a transition plan shall be implemented and effected by the County. The transition plan, the purpose of which would be to assure the patients or clients continued receipt of services, shall be defined, and implemented at the sole discretion of the Commissioner. During the period, that the Agency continues to provide services to such patients or clients the terms and conditions of this Agreement shall apply.

**19. Notices:** All notices of any nature referred to in this Agreement, or required or permitted to be given hereunder, shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:           Commissioner  
Westchester County Department of  
Community Mental Health  
112 East Post Road - Room 219  
White Plains, New York 10601

with a copy to:       County Attorney  
Michaelian Office Building  
148 Martine Avenue - Room 600  
White Plains, New York 10601

To the Agency:       Human Development Services Of Westchester, Inc.  
930 Mamaroneck Ave  
Mamaroneck, NY 10543

**20. Non-Waiver for Failure to Enforce Terms:** The failure of the County to

insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any services or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**21. Independent Contractor:** The Agency and the County agree that the Agency and its officers, employees, agents, contractors, consultants, subcontractors and/or subconsultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, consultants, subcontractors, and/or subconsultants will hold themselves out as, or claim to be, an agent, partner, or co-venturer of the County, or officers or employees of the County or any department, agency or unit thereof.

**22. Entire Agreement and Conflicts:** This Agreement and its schedules constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings and no modification or amendment, including, without limitation, modification of the Budget (except as provided under Paragraph "3" of this Agreement), shall be effective unless in writing and duly signed by both parties. This Agreement shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties, except if and to the extent that the SPAG conflicts with the terms of this Agreement or any schedule thereto, in which case the conflicting terms of the SPAG shall prevail.



**23. Counterparts, Choice of Law, Choice of Venue:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**24. Vendor Document Repository:** The Agency understands and acknowledges that the County currently maintains a Vendor Document Repository at <http://www.westchestergov.com/vendorportal> (the "Repository") into which the Agency may upload a scanned image of one or more of the schedules and/or supporting documents that the Agency is required to provide to the County for this Agreement (the "Required Documents").

The Agency further understands and acknowledges that if the Agency chooses to use the Repository to provide to the County one or more of the Required Documents (each document so provided, a "Repository Document"):

- a.) The Agency is doing so voluntarily, as required by New York State Technology Law Sections 305 and 309;
- b.) The Agency represents and warrants that any and all information in each Repository Document is complete and accurate in all respects;

- c.) In the event that any information in a Repository Document must be changed, the Agency shall upload an updated version of such document for this Agreement within ten (10) business days of the need for such change arising; and
- d.) Notwithstanding any other provision of this Agreement, the Agency must, at a minimum, update each Repository Document at least once per calendar year.

**25. MBE/WBE:** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County. Schedule "D" is a questionnaire entitled, "Business Enterprises Owned and Controlled by Women or Persons of Color." In furtherance of Section 308.01 of the Laws of Westchester County, the Agency shall provide the County with a completed Schedule "D" that is either, a.) attached hereto, and made a part hereof, or b.) a Repository Document, and hereby incorporated by reference.

**26. Required Disclosure of Relationships to County:** Schedule "E" is a questionnaire entitled, "Required Disclosure of Relationships to County." The Agency shall provide the County with a completed Schedule "E" that is either, a.) attached hereto, and made a part hereof, or b.) a Repository Document, and hereby incorporated by reference.

In the event that any information provided in the Schedule "E" that is part of this Agreement must be changed during the term of this Agreement, Agency agrees to notify County in writing within ten (10) business and either, a.) provide an updated paper version, or b.) provide an updated Repository Document.

The Agency shall also have each approved subcontractor complete a separate

Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Agency within ten (10) business days of such event and such information shall be forwarded by the Agency to the County in the manner described above.

**27. Criminal Disclosure:** Schedule "F" is a form entitled, "Criminal Background Disclosure." In compliance with Executive Order No. 1-2008, the Agency shall provide the County with a completed Schedule "F" that is either, a.) attached hereto and made a part hereof, or b.) a Repository Document, and hereby incorporated by reference.

**28. MacBride Principles:** Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "G", which is entitled, "Certification Regarding Business Dealings with Northern Ireland." Therefore, the Agency shall provide the County with a completed Schedule "G" that is either, a.) attached hereto and made a part hereof, or b.) a Repository Document, and hereby incorporated by reference.

**29. Vendor Direct Payment:** All payments made by the County to the Agency will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Agency is not already enrolled in the Vendor Direct Program, the Agency shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Agency understands that it must contact the County's Finance Department.) The EFT Authorization Form and related information are annexed hereto as Schedule "I". The Agency shall provide the County with a completed EFT Authorization Form that is either, a.) attached hereto and made a part hereof, or b.) a Repository Document, and hereby incorporated by reference. If the Agency is already enrolled in the Vendor Direct Program, the Agency hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and either a.) provide an updated paper version of the document, or b.) provide an updated

Repository Document.

**30. Debarment, Suspension, and Drug-Free Workplace:** The Agency represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Agency agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Agency agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Agency understands and acknowledges that the County is relying upon the Agency's above-described representation and warranty.

If Federal Funds are ever provided to the Agency under this Agreement, the Agency the terms specified below shall apply to this Agreement. Even if Federal Funds are not presently intended to be provided to the Agency under this Agreement, the Agency nevertheless agrees, as a condition of the execution of this Agreement, to presently make the representations and warranties specified below, provide the notifications required below, and to complete and provide the certifications required below.

(a) The Agency represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Agency agrees to complete the "Certification Regarding Debarment and Suspension", which is attached hereto and made a part hereof as Schedule "J".

The Agency agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals', and/or affiliates' debarment or suspension appears likely. The Agency further agrees to comply with the

applicable provisions regarding debarment and suspension regulations in 2 C.F.R. Part 376, Federal Executive Order 12549, Federal Executive Order 12689, 48 C.F.R. Subpart 9.4, and 2 C.F.R. Part 180, and to require any approved subcontractors to comply with the same.

The Agency represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United States General Service Administration's the Excluded Parties List System (EPLS), available at <https://sam.gov> (or any successor website) as part of the System for Awards Management (SAM). The Agency agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Agency understands and acknowledges that the County is relying upon all of the Agency's above-described representations and warranties.

(b) The Agency agrees to complete the "Certification Regarding Drug-Free Workplace Requirements", which is attached hereto and forms part hereof as Schedule "K", in order to help ensure compliance with 41 U.S.C. § 8101 et seq., 48 C.F.R. Subpart 23.5, and 2 C.F.R. Part 382.

(c) The Agency agrees to complete the "Certification Regarding Lobbying", which is attached hereto and forms part hereof as Schedule "L", in compliance with 45 C.F.R. Part 93, and to otherwise comply with 45 C.F.R. Part 93 and 31 U.S.C. § 1352.

**31. HIPAA:** The Agency agrees to comply with the terms of the Health Insurance Portability and Accountability Act ("HIPAA") as detailed in Schedule "M", which is entitled "HIPAA Business Associate Terms" and is attached hereto and made a part hereof.

**32. Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans:** The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans" attached hereto as Schedule "O", as part of this Agreement.

**33. Enforceability:** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.


[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

BY:   
MICHAEL ORTH, M.S.W., COMMISSIONER  
DEPARTMENT OF COMMUNITY MENTAL HEALTH

**HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC.**

BY:   
Name: Kathy Pandoakes  
Title: Chief Executive officer

Authorized by the Westchester County Board of Acquisition & Contract at a meeting duly held on the 16th day of December, 2021.

Approved.

 5/2/22  
- Senior Assistant County Attorney  
County of Westchester

**ACKNOWLEDGMENT**

STATE OF New York  
COUNTY OF Westchester ss.:

On the 18<sup>th</sup> day of April, 2022, before me personally came to me known, and known to me to be the Chief Executive Officer of Human Development Services of Westchester, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said Kathy Pambakes resides at 38 Hurd Ave Garrisonville NY 10923 and that he/she is Chief Executive Officer of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Date: 4/18/22

Patricia Tempsta  
Notary Public

**PATRICIA TEMFESTA**  
Notary Public, State of New York  
No. 01TE6275119  
Qualified in Westchester County  
Commission Expires January 14, 2025



**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, Kelly Darrow,  
(Officer other than officer signing contract)

certify that I am the Chief Operating Officer of  
(Title)

the Human Development Services of Westchester a corporation duly  
(Name of Corporation)

organized and in good standing under the New York Business Corporation Law  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that Kathy Pandolakes  
(Person executing agreement)

who signed said agreement on behalf of the Human Development Services of Westchester  
(Name of Corporation)

was, at the time of execution Chief Executive Officer  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Kelly Darrow  
(Signature)

STATE OF New York )  
COUNTY OF Westchester ) ss.:

On the 18<sup>th</sup> day of April in the year 2022 before me, the undersigned, a Notary Public in and for said State, Kelly Darrow personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 42 Orchard Rd Putnam Valley NY 10579, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Patricia Teniente  
Notary Public  
Date: 4/18/22

PATRICIA TENIENTE  
Notary Public, State of New York  
No. 01TE070110  
Qualified in Westchester County  
Commission Expires January 14, 2027

2025

**SCHEDULE "A"**  
**SCOPE OF SERVICES**

**HUMAN DEVELOPMENT SERVICES OF WESTCHESTER, INC.**

**Service Location(s):**

930 Mamaroneck Ave, Mamaroneck, NY 10543  
100 Abendroth Ave, Port Chester, NY 10573

**General Provisions**

The Contractor shall provide all of the following as part of its provision of services for the operation and management of the project(s) listed below (the "Project"):

1. Manage all aspects of the day-to-day operations of the Project, adhering to all related State and Federal regulations and including all documentation requirements set forth by the Department (DCMH).
2. Ensure that all employees working in the Project have been properly trained and supervised accordingly to conduct the duties assigned and described below. DCMH reserves the right to require Project-specific training, professional credentials or competencies.
3. Ensure that contracted services are provided in accordance with the CDC and SAMHSA's 6 Principles of Trauma-Informed Care [[https://www.cdc.gov/cpr/infographics/6\\_principles\\_trauma\\_info.htm](https://www.cdc.gov/cpr/infographics/6_principles_trauma_info.htm)], SAMHSA's principles of services for individuals with co-occurring issues ([https://store.samhsa.gov/sites/default/files/SAMHSA\\_Digital\\_Download/PEP20-02-01-004\\_Final\\_508.pdf](https://store.samhsa.gov/sites/default/files/SAMHSA_Digital_Download/PEP20-02-01-004_Final_508.pdf)), and principles of person-centered, recovery-oriented care.
4. Administer or assist DCMH in administering voluntary and anonymous client satisfaction surveys on at least an annual basis or more often as requested by DCMH.
5. Attend DCMH-required trainings/meetings (typically one or two per year, but may vary).
6. Cooperate with all site visits, documentation audits, reviews, surveys, corrective action plans, etc. conducted by DCMH
7. With DCMH guidance, coordinate with other providers to offer a continuum of services.
8. Report all data and outcomes that are required by DCMH, including an annual Consolidated Fiscal Report (CFR). The data elements and recording methods that are required may change from time to time and will be determined by DCMH.

**Specific Provisions**

1. The Agency shall provide services for the period 01/01/2022 through 12/31/2026.
2. All program code descriptions are as detailed in the New York State Consolidated Fiscal Reporting and Claiming Manual, July 1, 2020-June 30,2021

### **0690 – Outreach (Non-Licensed Program)**

*Outreach programs/services are intended to engage and/or assess individuals potentially in need of mental health services. Outreach programs/services are not crisis services. Examples of applicable services are socialization, recreation, light meals, and provision of information about mental health and social services. Another type of service within this program code includes off-site, community based assessment and screening services. These services can be provided at forensic sites, a consumer's home, other residential settings, including homeless shelters, and the streets. This program code should not be used for services that are provided by a licensed outpatient program. For unlicensed crisis type services use Program Code 2680 Crisis Intervention.*  
Units of Service: Total the number of contacts.

Outreach (reference 0690-00, 0690-01 and 0690-02)

#### **Outreach - Supportive Housing Case Management**

HDSW will provide outreach services to eight families who are experiencing homelessness or are at risk of homelessness or to individuals in the single shelter system whose children were/are in foster care where reunification is the goal. To be eligible, at least one parent is living with serious mental illness or mental illness and substance abuse. Referrals for supportive housing are received through the Single Point of Access.

Case management staff assist recipients to secure permanent housing in apartment and locations of their choice throughout Westchester County. For those whose children are in foster care, the case management staff help to begin a process that will enable the children to return to their parents' care. Participants are supported in formulating support plans which enable them to maintain their housing, continue in their recovery and link with comprehensive community services.

It is expected that 8 families will be served by this program at any given time with a minimum of 2 visits per month.

#### **Outreach - Outreach Workers**

HDSW will provide support services to persons living with serious mental illness who do not have Medicaid and are not eligible for other care management services. Clients receive support and assistance to access community services and resources that enable them to progress in their recovery and maintain their housing. Referrals are received from the Single Point of Access.

It is expected that at least 35 unduplicated individuals will be served quarterly with a minimum of 200 contacts per quarter.

#### **Outreach - Homeless Outreach Workers**

HDSW will provide intensive outreach, engagement, support and service coordination to persons experiencing homelessness and to those who require assistance to make use

of community mental health services. Clients served may also have histories of substance use and involvement in the criminal justice system.

Referrals are received from DCMH's Single Point of Access unit. Referrals may also be recommended from the Homeless Outreach Workgroup of the Westchester County Continuum of Care (CoC) Partnership for the Homeless or from CoC Coordinated Entry, or from staff of the emergency overnight and drop-in shelters or street outreach workers throughout the county who have assessed the individual as having intensive mental health needs. However, final approval must be received from DCMH by HDSW before beginning services. Individuals will be served for 30 days post stable housing placement.

It is expected that at least 45 unduplicated individuals will be served quarterly and 250 units of service will be conducted quarterly.

Participant Incidentals funding is included in this program for individuals being served in any of the 3 components listed above. Funding should be used as a last resort to cover emergencies such as food, clothing, transportation, medical care, shelter, etc. Funds can also be used as needed for costs associated with housing.

#### **0770 – Psychosocial Club (Non-Licensed Program)**

*The objective is to assist individuals disabled by mental illness to develop or reestablish a sense of self-esteem and group affiliation, and to promote their recovery from mental illness and their reintegration into a meaningful role in community life through the provision of two or more of the following: (1) consumer self-help and empowerment interventions; (2) community living; (3) academic; (4) vocational and/or (5) social-leisure time rehabilitation, training and support services.*

*Units of Service: Count each Consumer visit as one unit (no more than one unit of service per Consumer per day unless the Consumer returns for a planned evening program in which case count as two (2) units).*

#### **Clubhouse**

Hope House is a program that provides an opportunity for its members to engage in social, vocational and educational activities within a structured work-oriented day. Members and staff form a partnership in planning and carrying out the daily activities necessary for the success of the Clubhouse.

HOPE House receives referrals from individuals, family members, community based providers, and private clinicians. HOPE House provides a wide variety of classes, training and services which are available six (6) days per week. HOPE House is also open on Wednesday evening for an Employment/Education Dinner, where members gather to share a meal, their experiences with work or school and have the opportunity to hear a presentation by a guest speaker related to education or employment.

By participating in the "work-ordered day", members receive pre-vocational training skills in the following areas: clerical functions, data entry, maintenance, food service,

peer care management, advocacy, accounting and administrative tasks. Members are included in every aspect of club operations including hiring and training new staff.

Services and programming are based in a culturally competent framework with an understanding of how culture impacts an individual's understanding and engagement with work. Coordination of services includes both health and behavioral health providers. Based on the individual's wishes, any family, friend or other community support may be included in goal planning. Peer supports are an important part of service delivery. Members are encouraged to have peer care managers participate in every level of their care as they wish. Through HDSWs HOPE House Peer Care Management Training Program, members are offered an opportunity to take an eighty-six (86) hour training program. This curriculum gives a member the tools necessary to take the OMH Academy of Peer Certification Course and supports the member with job placement support after the course and certification is complete.

HOPE House offers classes on a variety of topics including (but not limited to) independent living skills, communication, socialization, relapse prevention, coping strategies, wellness self-management, health and wellness, employment, education and social engagement. Members use group, peer and individual supports as needed to achieve goals and maintain community tenure. Transportation is provided for members who are not yet able to travel independently. Programming and activities are developed based on membership interest.

The program is expected to serve a minimum of 120 unduplicated individuals per quarter and provide a minimum of 350 units of service quarterly.

### **1380 – Assisted Competitive Employment (Non-Licensed Program)**

*ACE services may include brief pre-vocational support along with ongoing mental health supports in order to obtain and sustain integrated, competitive employment, or support for promotion or to find new employment. This program is for individuals not receiving ACCES-VR Employment services. ACE provides these individuals with vocational rehabilitation and support services, both at the work site and off-site, while addressing challenges due to the person's mental health issues. Evidence based practices such as IPS (Individualized Placement and Supports) are recommended. Financial/Benefits Counseling may be provided. The goal of supported employment is for individuals to work a minimum of 10 hours per week in an integrated, competitive job, with leeway for absence due to illness, vacation, or temporary work stoppages. See Glossary for definitions of "Competitive Employment" and "Integrated Employment". To be considered employed part time, participants should be scheduled to work a minimum of 10 hours each week.*

*Units of Service: Count the total number of staff hours (combine direct and indirect).*

### **Assisted Competitive Employment**

Provides opportunities for persons living with serious mental illness to obtain and keep employment by providing on-site support. This program is a component of HOPE House.

These services provide members with a supportive environment to develop skills required to obtain and maintain employment. These vocational supports allow a member to gain critical work-related soft skills and experiences related to self-care, communication and attendance. HOPE House provides the member with the skills necessary to create a career plan and support the member in achieving his/her employment goal.

ACE provides a person with an opportunity to work with the supports in place to insure satisfaction and retention of employment. This additionally provides members an opportunity to receive support in the setting of their choice, giving an individual what they need to succeed. Individual and group services are provided.

The program is expected to serve a minimum of 30 unduplicated individuals per quarter. Percentage of enrolled individuals working a minimum of 10 hours per week: 40%

### **1760 – Advocacy/Support Services (Non-Licensed Program)**

*Advocacy/support services may be individual advocacy or systems advocacy (or a combination of both. Examples are warm lines, hot lines, teaching daily living skills, providing representative payee services, and training in any aspect of mental health services. Individual advocacy assists consumers in protecting and promoting their rights, resolving complaints and grievances, and accessing services and supports of their choice. Systems advocacy represent the concerns of a class of consumers by identifying patterns of problems and complaints and working with program or system administrators to resolve or eliminate these problems on a systemic, rather than individual basis.*

Units of Service: *Count the total number of contacts.*

### **Advocacy - HOPE House Peer Training Program**

The HOPE House Peer Training program offers members the opportunity to further their education in advocacy and care management principles. For many it is a first step to taking the New York State Office of Mental Health (NYS OMH) Peer Care Management Certification course. The HOPE House Peer Care Management Training Program is open to HOPE House members and to those Westchester County residents with lived experience who qualify for the NYS Academy of Peers training.

The HOPE House Peer Care Manager works with members to develop the curriculum, arrange for course lecturers and create the schedule for each of three rounds of training that are offered each year.

Eighty-Six (86) hours of course work is provided as part of the HOPE House Peer Care Management Training Program. Courses are designed to teach students care management skills which in turn build a strong foundation to build resumes, take the NYS OMH Peer Certification course or obtain employment. Training also increases self-advocacy skills. The syllabus includes courses in Principles in Person-Centered Planning, HIPAA, Wellness Self- Management, WRAP Planning, Motivational

Interviewing, Peer Care Management, Advocacy, Client Rights, Social Security Entitlements, Behavioral Health 101, Housing and SPCA, Cultural Competency, Supported Education and Supported Employment, Basic First Aid, etc. The courses are designed to prepare an individual to take the NYS OMH on-line training certification course.

Peer Care Management Training courses are taught by a variety of guests lecturers including representatives from: the NYS Office of Mental Health, the Westchester County Department of Community Mental Health, and the Westchester County Department of Social Services, NYAPRS, HDSW and other community agencies. Participants build resource binders as the course progresses, which include applications, reference materials, and handouts.

Courses are open to up to 15 people per semester. A Graduation Ceremony is held at the end of each semester. Any person attending at least forty (40) hours of training receives a certificate of participation. Members completing the eighty hours of training receive a certificate of graduation.

Graduates are assisted to create resumes, apply for employment or participate in the NYS OMH Peer Care Management On-Line Certification Training Program. The HOPE House Peer Care Manager works with each person to support them through this transition period.

It is expected that at least 45 unduplicated people per year will be served through this training program.

Percentage of enrolled Peer Training participants who graduate: 70%

Percentage of enrolled Peer Training participants who exited with employment or an internship: 10%

### **1970 – Transition Management (TM) Services (Non-Licensed Program)**

*Transition Management Services (discharge planning) programs provide support for improved community service linkages and timely filing of Medicaid applications for seriously and persistently mentally ill (SPMI) consumers being released from local correctional facilities. The TM focus will be in obtaining post-release services for these consumers. TM can only be used with funding source code 170B.*

*Units of Service: The number of staff hours.*

### **Transition Management Services**

These services include coordinating with individuals with serious mental illness who are being released from local correctional facilities and are in need of assistance in connecting or re-connecting to housing, community services, benefits and other supports. Referrals will come from DCMH's Forensic Services Unit staff or DCMH's SPOA Unit. HDSW will meet initially with the client prior to release in person or virtually to begin to engage in services and make a plan for release. HDSW will conduct a follow up contact within 7 days post-release to ensure the individual is connected to services.

If they are not, DCMH Forensic staff must be notified in writing and a decision made together on next steps.

Services are to be delivered for no more than 60 days. Due to the limited time period for service delivery, services MAY overlap with Health Home Care Management, Homeless Outreach or any other Care Coordination/Care Management program. It is expected that HDSW staff coordinate with these other services to ensure service delivery and transition success.

Staff working in this program will participate in team meetings sponsored and supervised by DCMH, and a representative will participate in relevant Westchester County Continuum of Care (CoC) Partnership to End Homelessness meetings as appropriate.

It is expected that approximately 16 unduplicated individuals will be served at any given time and a minimum of 32 contacts will be conducted monthly.

**2620 – Health Home Non-Medicaid Care Management (Non-Licensed Program)**

*This program code applies to former Targeted Case Management programs, for both adults and children that converted to Health Home Care Management (HHCM). These funds are available to the HHCM provider who in addition to serving adult Medicaid enrolled recipients with a Serious Mental Illness (SMI) and children with Serious Emotional Disturbance (SED) also serves adult non-Medicaid SMI clients and non-Medicaid SED clients who cannot be enrolled in a Health Home. These funds typically support the higher acuity non-Medicaid recipients by advocating for needed services, helping to find their way through complex health care and social services systems, providing support for improved community service linkages, performing on-site crisis intervention and skills teaching when other services are not available, and if the recipient is eligible, working to secure Medicaid benefits with the goal of subsequent Health Home enrollment.*

*Units of Service: Report year end sum of the total persons served per month.*

**Non-Medicaid Health Homes**

Referrals for the Non-Medicaid Health Home Care Management services are received via the Westchester County Department of Community Mental Health Single Point of Access. Eligibility for the program are adult non-Medicaid SMI clients who cannot be enrolled in a Health Home. The program offers the following services: advocacy, community service linkages, performing on-site crisis intervention and skills teaching when other services are not available. The care managers work to secure Medicaid benefits with the goal of subsequent Health Home enrollment.

It is expected that 45 unduplicated recipients will be served with 150 contacts expected per quarter.

**2720 – Non-Medicaid Care Coordination (Non-Licensed Program)**

*This program supports people with serious mental illness (SMI) and/or children with serious emotional disturbance (SED), regardless of Medicaid enrollment. Care*



*coordination services may include linking people to needed services, monitoring established goals and outcomes and providing case specific advocacy. The program does not bill Medicaid for its services. Funding is provided via State Aid. People who meet Health Home eligibility should not be served with these resources; they should be enrolled in a Health Home Care Management program. This program code includes the former Bridger Services (previously program code 1990) and Case Management Services (previously program code 0810).*

*Units of Service: Staff Hours (Count the total number of staff hours spent providing care coordination face-to-face or by telephone directly to recipients or collaterals).*

#### Non-Medicaid Care Coordination - HOPE House Peer Care Manager

The HOPE House Peer Care Manager provides advocacy support to HOPE House members as needed, regardless of Medicaid enrollment. Members may receive support with linkage to community supports, monitoring established goals and outcomes, advocacy during hospitalizations and hospital diversion services. The Peer Care Manager is seen as a HOPE House team member, assisting with group activities and clubhouse events.

The expected number of unduplicated individuals served per quarter is 20 and number of units (FtF contacts) expected per quarter is 60.

#### 2740 – Health Home Care Management Service Dollars (Non-Licensed Program)

*The Health Home Care Management Service Dollars program code will track service dollars of former Targeted Case Management (TCM) programs that subsequently converted into Health Home Care Management under the Health Home entity. Service dollars may only be used for adults with serious mental illness (SMI) and children with serious emotional disturbance (SED) receiving care management services and are assigned to a former Intensive, Blended or Supportive Case Management Legacy Provider; Children's Waiver ICC agencies that are also TCM legacy providers and for non-Medicaid eligible individuals assigned via the LGU/SPOA process. Service dollars may not be used for any other individual who is served by the care management program. Service dollar programs are for emergency and non-emergency purposes, and are to be used as payment of last resort. The purpose of the service dollar is to provide funds for recipients immediate and/or emergency needs. The recipient of services should play a significant role in decisions regarding the utilization of service dollars. As the needs of the recipient change, the money can be redirected to purchase the type of service that is currently needed. Please reference the Flexible Recipient Service Dollar Spending Plan guidelines for acceptable use of service dollars. Use of service must be reflected in the recipient's plan of care or service record.*

*Units of Service: Count the number of recipients utilizing these funds.*

#### Health Home Service Dollars

These service dollars are reserved for those individuals referred via SPOA and enrolled in the "legacy" NYS OMH Health Home Care Management program.

### **5340 – Supported Education (Non-Licensed Program)**

*The objective of this program is to provide mental health and rehabilitation services to individuals with a serious mental illness to assist them to develop and achieve academic goals in natural and community-based educational settings. The emerging program models for delivering this service include free-standing career development and exploration programs housed on college campuses, ongoing counseling and support by a mental health provider to enrolled students, and collaborative relationships between mental health and on campus services to students with disabilities. Funding is to cover mental health staff and related costs.*

*Units of Service: Count the total number of paid staff hours.*

#### **Supported Education**

Under the supervision of the Hope House, recipients receive assistance with secondary, undergraduate and technical skills training, and may access assistance with locating housing geared to their specific academic needs. Services include, but are not limited to, assistance obtaining educational IEP plans and accommodations, developing formal and informal social and academic supports, coordination of services with academic professionals, and advocacy related to academic pursuits.

The number of expected unduplicated individuals served per quarter is 24 and number of contacts expected per quarter is 72. The goal for completion of secondary degrees or certification programs would be 12 individuals per year.

### **6060 – Supported Housing (Non-Licensed Program)**

*This includes all services provided to residents of supported housing programs by the supported housing agency. The objective of the program is to assist individuals in locating and securing housing of their choice and in accessing the supports necessary to live successfully in the community. Services may include assistance with choosing housing, roommates, and furniture; providing financial assistance with purchasing apartment furnishings and with initial apartment/utility deposits, assistance with resolving roommate or landlord issues that may jeopardize the stability of the housing placement; and linking residents to a comprehensive community support system of case management, mental health and general health supports. Rental assistance is provided to residents of supported housing programs through the means of a voluntary agency-administered rent stipend mechanism. Residents are expected to contribute 30% of their income toward the cost of rent and utilities in decent, moderately priced housing in the community; the difference between the residents' contribution and the actual cost of the housing is paid directly to the landlord on behalf of the program residents.*

*Units of Service: Count one resident day as one unit.*

#### **Supported Housing**

The Supported Housing program will provide individualized housing-related case management services and rental assistance to 291 adults (individuals as well as family units) including homeless adults recovering from serious mental illness who wish to obtain permanent, affordable, independent housing. This number includes 179 OMH Supported Housing units (rent and services). The remaining 112 are HUD Rental

Assistance units where HUD funds cover the rent and this funding covers the supportive services to those units.

Supported Housing staff will provide the following services, based on the individual client's preferences and needs:

- Liaison to landlord.
- Liaison to client's support network (natural and professional).
- Training in skills needed to maintain/improve client's living situation.
- Assistance in obtaining supports necessary to maintain/improve client's living situation.

Supported Housing referrals are received through the DCMH Single Point of Access (SPOA) process. Agency staff will work with DCMH staff to screen and enroll clients as appropriate. Agency will inform DCMH SPOA staff of all admissions and discharges.

### **Local/Interdepartmental Agreements**

Through the DSS-DCMH Interdepartmental Agreement for Supportive Services for the **HUD Rental Assistance Program**, HDSW will provide HUD Rental Assistance housing for homeless families and individuals with mental illness and/or mental illness and substance abuse. HDSW will participate in regular centralized housing meetings to assist in the placement of identified families and individuals into the DCMH HUD Rental Assistance program. Homeless individuals will be referred for placement through the Single Homeless Assessment Center (SHAC), the Single Point of Access system (SPOA) and the CoC Coordinated Entry system; homeless families will be referred for placement in HUD Rental Assistance housing through the Single Point of Access system (SPOA) and the CoC Coordinated Entry system. HDSW will maintain a minimum of 1.325 case management staff and related OTPS to support those living in the DCMH HUD Rental Assistance program.

Performance measure indicators for this Interdepartmental are:

1. Total number of referrals year-to-date
2. % of persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year. (Target: 90%)
3. % of persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit. (Target: 70%)

These indicators are subject to change and all terms of the Interdepartmental agreements are dependent on the annual availability of funds.

### **WestCARES**

Through the DSS-DCMH Interdepartmental Agreement (IDA) for the WestCARES program, HDSW will provide supportive services for 32 supported housing beds/units

for homeless individuals with mental illness and/or mental illness and substance abuse disorders (19 where the IDA funds the rent and services; 13 where the IDA funds services and not rent). HDSW staff will participate in centralized housing meetings to assist in the placement of identified eligible individuals into housing under this program. HDSW will coordinate and cooperate with DCMH, DSS and the Westchester County Continuum of Care (CoC) Partnership to End Homelessness Coordinated Entry System in the operation of WestCARES for purposes of referral and enrollment, data collection, technical assistance and monitoring.

Performance measure indicators for this Interdepartmental are:

1. Total number served monthly and year-to-date
2. % of persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year. (Target: 90%)
3. % of persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit. (Target: 60%)

These indicators are subject to change and all terms of the Interdepartmental agreements are dependent on the annual availability of funds.

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE "B"**  
**BUDGET**

The current amounts of allowable expenditures, for the term from January 1, 2022 through December 31, 2026, shall not exceed the listed amounts, reimbursable as described in this Agreement. Such amounts are subject to the appropriation of funds by the United States, the State of New York, and/or the County for such purposes and subject to local, State, and/or Federal approval. The parties to this Agreement recognize and agree reimbursement of actual expenditures for the activities provided under the terms of this Agreement are subject to the approval of line-item budgets by the Offices of the New York State Department of Mental Hygiene and/or the County of Westchester Department of Community Mental Health. The Agency agrees to provide such line-item budgets for the terms and amounts as may be specified by the County of Westchester Department of Community Mental Health. Notwithstanding the forgoing, it is further understood by the parties to this Agreement in no event shall reimbursement collectively exceed the amount of TWENTY-EIGHT MILLION, THREE HUNDRED EIGHTY-SIX THOUSAND, EIGHT HUNDRED FIFTY-SEVEN DOLLARS (\$28,386,857.00) as specified in Paragraph "3" of this Agreement, which shall be payable as follows:

**REIMBURSEMENT**  
**for the term**  
**January 1, 2022 through December 31, 2026**

**Not-To-Exceed**

Mental Health Services,	
-Outreach	\$2,082,765
-Psychosocial Club	\$1,008,856
-Assisted Competitive Employment	\$258,842
-Advocacy/Support Services	\$349,968
-Transition Management Services/Bridger Prog.	\$231,878
- Health Home Non-Medicaid Care Management	\$1,506,493
- Non-Medicaid Care Coordination	\$94,151
- Health Home Care Management Service Dollars	\$499,518
-Supported Education	\$208,336
- Supported Housing Community Services	\$16,775,732
-Supported Housing Rental Assistance-Workforce	\$682,732
- Supported Housing – HUD RAP Units	\$1,170,390
-WestCARES Program/Interdepartmental with DSS	\$2,965,959
-Case Management Services/Interdepartmental with DSS	\$551,237
(Per the Annualized detailed Program Budget on the next page(s))	
<b>TOTAL</b>	<b>\$28,386,857</b>

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Outreach  
 Program Code: 0690 (00)  
 Funding Code: 300  
 Annualized State Aid Amount: \$49,095

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Manager	.50	19,000
Program Supervisor	.25	23,300
Peer Care Manager	1	33,000
Total	1.75	75,300

**Budget Expenses**

Personal Services	<b>75,300</b>
Vacation Leave Accruals	
Fringe Benefits 31.5%	23,720
OTPS (provide breakdown below)	
Equipment	
Property	
Agency Administration 15%	14,853
Total Expense	<b>113,873</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Other (Fund Raising)	64,778
Client Share of Rent	
State Aid	49,095
Total Revenue	<b>113,873</b>

OTPS Breakdown	Cost
Total OTPS	

Total State Aid for 5 years after including anticipated increase is \$268,472

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Outreach  
 Program Code: 0690 (01) (02)  
 Funding Code: 200/300/14  
 Annualized State Aid Amount: \$331,777

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Manager	3.5	157,500
Program Supervisor	.20	19,048
Peer Care Manager	.5	21,000
Total	4.20	197,548

**Budget Expenses**

Personal Services	<b>197,548</b>
Vacation Leave Accruals	
Fringe Benefits	62,228
OTPS (provide breakdown below)	28,726
Equipment	
Property	
Agency Administration 15%	43,275
Total Expense	<b>331,777</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	
State Aid	331,777
Total Revenue	<b>331,777</b>

OTPS Breakdown	Cost
Utilities	8,500
Staff Travel	3,500
Participant Incidentals	6,750
Telephone	3,840
Supplies	4,270
Staff Trainings	1,866
Total OTPS	<b>28,726</b>

Total State Aid for 5 years after including anticipated COLA increase is \$1,814,293

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Psychosocial Club  
 Program Code: 0770  
 Funding Code: 014/200  
 Annualized State Aid Amount: \$184,488

**Budget Staffing**

	FTE	Personal Service Cost
Program Director	.50	60,000
Program Coordinator	1.70	81,084
Total	2.2	<b>141,084</b>

**Budget Expenses**

Personal Services	<b>141,084</b>
Vacation Leave Accruals	
Fringe Benefits 31.5%	44,441
OTPS (provide breakdown below)	54,453
Equipment	
Property	
Agency Administration 15%	35,997
Total Expense	<b>275,975</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	91,487
State Aid	184,488
Total Revenue	<b>275,975</b>

<b>OTPS Breakdown</b>	Cost
Program Refreshments	7,157
Repairs & Maintenance	2,970
Utilities	4,830
Staff Travel	3,067
Household Supplies	7,905
Non-household Supplies	5,429
Staff Development/Training	3,826
Telephone	8,474
Insurance – automobile, liability	10,795
Total OTPS	<b>54,453</b>

Total State Aid for 5 years after including anticipated COLA increase is \$1,008,856



**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Assisted Competitive Employment  
 Program Code: 1380  
 Funding Code: 400  
 Annualized State Aid Amount: \$47,334

**Budget Staffing**

	FTE	Personal Service Cost
Employment Coordinator	.63	31,300
Total	.63	<b>31,300</b>

**Budget Expenses**

Personal Services	<b>31,300</b>
Vacation Leave Accruals	
Fringe Benefits 31.5%	9,860
OTPS (provide breakdown below)	
Equipment	
Property	
Agency Administration 15%	6,174
Total Expense	<b>47,334</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	
State Aid	47,334
Total Revenue	<b>47,334</b>

OTPS Breakdown	Cost
Phone	
Travel	
Participant Incidentals	
Staff Development/Training	
Telephone	
Insurance	
Total OTPS	

Total State Aid for 5 years after including anticipated COLA increase is \$258,842

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Advocacy/Support Services  
 Program Code: 1760  
 Funding Code: 200/400  
 Annualized State Aid Amount: \$63,998

**Budget Staffing**

	FTE	Personal Service Cost
Peer Care Manager	.68	36,081
Program Supervisor	.10	11,491
Total	.78	47,572

**Budget Expenses**

Personal Services	47,572
Vacation Leave Accruals	
Fringe Benefits 31.5%	14,985
OTPS (provide breakdown below)	
Equipment	
Property	
Agency Administration 15%	9,384
Total Expense	71,941

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	7,943
State Aid	63,998
Total Revenue	71,941

OTPS Breakdown	Cost
Total OTPS	

Total State Aid for 5 years after including anticipated COLA increase is \$349,968

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Transition Management Services/Bridger Prog.  
 Program Code: 1970  
 Funding Code: 200  
 Annualized State Aid Amount: \$42,403

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Manager	.50	19,000
Program Supervisor	.10	8,934
Total	.60	<b>27,934</b>

**Budget Expenses**

Personal Services	<b>27,934</b>
Vacation Leave Accruals	
Fringe Benefits 31.5%	8,935
OTPS (provide breakdown below)	1,681
Equipment	
Property	
Agency Administration 15%	5,783
Total Expense	<b>44,333</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other(Fundraising)	1,930
State Aid	42,403
Total Revenue	<b>44,333</b>

<b>OTPS Breakdown</b>	Cost
Phone	
Staff Travel	750
Participant Incidentals	931
Staff Development/Training	
Telephone	
Insurance	
Total OTPS	<b>1,681</b>

Total State Aid for 5 years after including anticipated COLA increase is \$231,878

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Health Home Non-Medicaid Care Management  
 Program Code: 2620  
 Funding Code: 570  
 Annualized State Aid Amount: \$275,490

**Budget Staffing**

Title	FTE	Personal Service Cost
Program Supervisor	.40	42,448
Care Manager	2.675	123,396
Total	3.075	165,844

**Budget Expenses**

Personal Services	<b>165,844</b>
Vacation Leave Accruals	
Fringe Benefits	52,241
OTPS (provide breakdown below)	21,472
Equipment	
Property	
Agency Administration 15%	35,933
Total Expense	<b>275,490</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other(provide details) fund raising	
State Aid	275,490
Total Revenue	<b>275,490</b>

<b>OTPS Breakdown</b>	Cost
Staff Travel	3,350
Telephone	2,985
Insurance auto/liability	3,915
Utilities(electric, water)	
Office Supplies	4,985
Staff Development/Training	4,606
	1,631
Total OTPS	<b>21,472</b>

Total State Aid for 5 years after including anticipated COLA increase is \$1,506,493

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.

Program Name: Non-Medicaid Care Coordination

Program Code: 2720

Funding Code: 034J

Annualized State Aid Amount: \$17,217.00

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Manager	.30	17,093
Total		<b>17,093</b>

**Budget Expenses**

Personal Services	<b>17,093</b>
Vacation Leave Accruals	
Fringe Benefits	5,384
OTPS (provide breakdown below)	
Equipment	
Property	
Agency Administration	3,372
Total Expense	<b>25,849</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	8,632
State Aid	17,217
Total Revenue	<b>25,849</b>

<b>OTPS Breakdown</b>	<b>Cost</b>
Total OTPS	

Total State Aid for 5 years after including anticipated COLA increase is \$94,151

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Health Home Care Management Service Dollars  
 Program Code: 2740  
 Funding Code: 570  
 Annualized State Aid Amount: \$91,346

**Budget Staffing**

Title	FTE	Personal Service Cost
Total		

**Budget Expenses**

Personal Services	
Vacation Leave Accruals	
Fringe Benefits	
OTPS (provide breakdown below)	91,346
Equipment	
Property	
Agency Administration	
Total Expense	91,346

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	
State Aid	91,346
Total Revenue	91,346

<b>OTPS Breakdown</b>	Cost
Participant Incidentals	91,346
Total OTPS	91,346

Total State Aid for 5 years after including anticipated COLA increase is \$499,518

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.

Program Name: Supported Education

Program Code: 5340

Funding Code: 200

Annualized State Aid Amount: \$38,098

**Budget Staffing**

	FTE	Personal Service Cost
Vocational Coordinator	.50	28,489
Total	.50	28,489

**Budget Expenses**

Personal Services	28,489
Vacation Leave Accruals	
Fringe Benefits 31.5%	8,974
OTPS (provide breakdown below)	
Equipment	
Property	
Agency Administration 15%	5,619
Total Expense	43,082

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	4,984
State Aid	38,098
Total Revenue	43,082

OTPS Breakdown	Cost
Total OTPS	

Total State Aid for 5 years after including anticipated increase is \$208,336

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Supported Housing Community Services  
 Program Code: 6060  
 Funding Code: 078  
 Annualized State Aid Amount: \$3,075,360

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Manager	9.0	332,000
Program Supervisor	1.0	55,040
Peer Care Manager	.50	19,000
Program Director	.50	47,250
Total	11.00	453,290

**Budget Expenses**

Personal Services	<b>453,290</b>
Vacation Leave Accruals	
Fringe Benefits	142,786
OTPS (provide breakdown below)	453,789
Equipment	
Property – Participant Rent	2,278,313
Agency Administration	157,480
Total Expense	<b>3,485,658</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (participant share)	410,298
State Aid	3,075,360
Total Revenue	<b>3,485,658</b>

OTPS Breakdown	Cost
Repairs & Maintenance	70,896
Utilities	50,000
Staff Travel	26,500
Participant Incidentals (food, transportation, apartment furnishings, etc.)	121,882
Staff Development/Training	18,140
Non Household Supplies	29,557
Household Supplies	45,767
Telephone	32,750
Insurance – liability, automobile	56,391
Legal fees (Client issues)	1,906
Total OTPS	<b>453,789</b>

Total State Aid for 5 years after including anticipated increase is \$16,775,732



**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Supported Housing Rental Assistance-Workforce  
 Program Code: 6060  
 Funding Code: 200C  
 Annualized State Aid Amount: \$125,160

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Manager	.25	9,500
Total	.25	9,500

**Budget Expenses**

Personal Services	9,500
Vacation Leave Accruals	
Fringe Benefits	2,993
OTPS (provide breakdown below)	
Equipment	
Property – Participants Rent	133,557
Agency Administration 15%	1,874
Total Expense	147,924

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Client Share of Rent	22,764
State Aid	125,160
Total Revenue	147,924

OTPS Breakdown	Cost
Total OTPS	

Total State Aid for 5 years after including anticipated increase is \$682,732

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Agency: Human Development Services of Westchester, Inc.  
 Program Name: Supported Housing – HUD RAP Units  
 Program Code: 6060  
 Funding Code: 078  
 Annualized State Aid Amount: \$214,560

**Budget Staffing**

Title	FTE	Personal Service Cost
Care Managers	3.00	132,329
Program Supervisor	.10	9,552
Total	3.10	<b>141,881</b>

**Budget Expenses**

Personal Services	<b>141,881</b>
Vacation Leave Accruals	
Fringe Benefits	44,693
OTPS (provide breakdown below)	
Equipment	
Property	
Agency Administration 15%	27,986
Total Expense	<b>214,560</b>

**Budget Revenue (total revenue must equal operating cost)**

Medicaid	
Medicare	
Third Party Health Ins	
Other (Fundraising)	
State Aid	214,560
Total Revenue	<b>214,560</b>

OTPS Breakdown	Cost
Total OTPS	

Total State Aid for 5 years after including anticipated increase is \$1,170,390

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Human Development Services of Westchester, Inc.				
WestCARES				
1/1/2022 To 12/31/2022				
<b>Personnel:</b>				
Salaries				<b>Original</b>
Name	Position	Yearly Salary	FTE	<b>Amount</b>
Elsa Cephas	Care Manager	43,493	45.00%	19,572
Sonia Martin	Care Manager	36,733	45.00%	16,529
Robin Palche	Care Manager	40,789	90.00%	36,709
Olga Lopez	Housing Services Coordinator	61,698	33.00%	20,360
Omayra Montanez	Representative Payee	65,559	15.00%	9,834
Nicole Granata	Director of Supported Housing	95,509	25.00%	23,877
<b>Total Salaries</b>				<b>126,881</b>
Fringe 31.5%	FCA, Health, Life, Disability, Workers' Comp, Unemployment, Retirement, MTA Tax			39,967
<b>Total Salaries &amp; Fringe</b>				<b>166,848</b>
Note: Please note that salaries in the category above are those salaries exclusively dedicated to the program. Any other salaries that give support to the program are considered administrative & overhead. Refer to the Administrative & Overhead category for more information.				
<b>OTPS (Other than Personnel Services):</b>				
Repairs & Maintenance				1,501
Participant Incidentals				1,800
Participant Rent				328,414
Household Supplies				1,100
Telecommunications				5,200
Travel				200
Staff Training/Development				150
Insurance – Auto				4,000
Security Deposits Participants				3,800
Storage/Moving/Cleanouts				8,500
Replacement Apartment Furnishings				21,000
Liability Insurance				5,500
<b>Total OTPS</b>				<b>381,165</b>
<b>Total Direct Costs</b>	<b>Total of Salaries &amp; Fringe and OTPS</b>			<b>548,013</b>
<b>Administrative &amp; Overhead</b>	Administrative & Overhead expenses pertain to costs that the agency considers necessary in order to give support to the program being funded. DSS needs evidence that those expenses are distributed proportionately among other programs. This will guarantee that all costs charged to DSS are really in support of the program. In order for the overhead charge to be approved, the vendor needs to provide Schedule "E" Administrative & Overhead Cost Allocation Analysis.			<b>60,165</b>
<b>A&amp;O as % of Total Direct Costs</b>				<b>10.98%</b>
			<b>Total Budget</b>	<b>558,652</b>

Total State Aid for 5 years after including anticipated increase is \$2,965,959

**SCHEDULE "B"**  
**BUDGET (Continued)**  
**ANNUALIZED DETAILED PROGRAM BUDGET**

Human Development Services of Westchester, Inc.				
Case Management				
1/1/2022 To 12/31/2022				
<b>Personnel:</b>				
Salaries				Original
Name	Position	Yearly Salary	FTE	Amount
Nicole Granata	Director of Supported Housing	95,509	15.00%	14,326
Karen Barnett	Care Manager	37,752	10.00%	3,775
Elsie Cephas	Care Manager	43,493	10.00%	4,348
Sonia Martin	Care Manager	36,733	10.00%	3,673
Marcella Michelli	Care Manager	52,021	10.00%	5,202
Yvonne Morales	Supervisor of Care Manager	51,877	14.00%	7,263
Stacy Pagan	Care Manager	46,280	15.00%	6,942
Deyarys Perez	Care Manager	45,885	25.00%	11,470
Michelle Pollas	Care Manager	44,117	13.50%	5,956
<b>Total Salaries</b>				<b>62,955</b>
Fringe 31.5%	FCA, Health, Life, Disability, Workers' Comp, Unemployment, Retirement, MTA Tax			19,831
<b>Total Salaries &amp; Fringe</b>				<b>82,786</b>
Note: Please note that salaries in the category above are those salaries exclusively dedicated to the program. Any other salaries that give support to the program are considered administrative & overhead. Refer to the Administrative & Overhead category for more information.				
<b>OTPS (Other than Personnel Services):</b>				
Participant Incidentals				2,000
HH Supplies/Apt. Furnishings				2,518
Travel				491
Repairs & Maintenance				1,500
Telephone				1,500
Insurance-Auto				1,425
Insurance-Liability				1,345
<b>Total OTPS</b>				<b>10,779</b>
<b>Total Direct Costs</b>	<b>Total of Salaries &amp; Fringe and OTPS</b>			<b>93,565</b>
<b>Administrative &amp; Overhead</b>	Administrative & Overhead expenses pertain to costs that the agency considers necessary in order to give support to the program being funded. DSS needs evidence that those expenses are distributed proportionately among other programs. This will guarantee that all costs charged to DSS are really in support of the program. In order for the overhead charge to be approved, the vendor needs to provide Schedule "E" Administrative & Overhead Cost Allocation Analysis.			10,263
<b>A&amp;O as % of Total Direct Costs</b>				10.98%
			<b>Total Budget</b>	<b>103,828</b>

Total State Aid for 5 years after including anticipated increase is \$551,237

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the

Agreement):

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Workers' Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - (i) Premises - Operations.
  - (ii) Broad Form Contractual.
  - (iii) Independent Contractor and Sub-Contractor
  - (iv) Products and Completed Operations.
- (c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
  - (i) Owned automobiles.

- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

[NO FURTHER TEXT ON THIS PAGE]

## SCHEDULE "D"

### QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
  - a. is at least 51% owned by one or more persons of color or women;
  - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
  - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
  - d. is an enterprise authorized to do business in this state which is independently owned and operated.
  
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
  
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.



1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

No

Yes

**Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.**

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

Women

Persons of Color *(please check off below all that apply)*

Black persons having origins in any of the Black African racial groups

Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

Native American or Alaskan native persons having origins in any of the original peoples of North America

Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: Human Development Services of Westchester

Address: 930 Mamaroneck Ave

Mamaroneck Ny 10543

Name and Title of person completing questionnaire: \_\_\_\_\_

Kathy Pandolakas Chief Executive Officer

Signature: [Signature]

Patricia Temfesta  
Notary Public

4/18/22  
Date

**PATRICIA TEMFESTA**  
Notary Public, State of New York  
No. 017E0170119  
Qualified in Westchester County  
Commission Expires January 16, 2025

2025

Contract #: CMH2022019  
Name of Contractor: Human Development Services of Woodbury

**SCHEDULE "E"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

*A potential County contractor must complete this form as part of the proposed County contract.*

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Signature: 

Name: Kathy Pandakalos

Title: Chief Executive Officer

Date: 4/18/22

<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

## SCHEDULE "F"

### CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.<sup>1</sup> Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

---

<sup>1</sup> For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

### Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer<sup>2</sup>. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

---

<sup>2</sup> Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

**Subconsultants, Subcontractors, Sublessees, or Sublicensees**

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

**New Persons Subject to Disclosure**

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

---

*PLEASE CONTINUE TO THE*

*Criminal Background Disclosure Form and Certification*

*BEGINNING ON THE NEXT PAGE*

Contract #: CMH2022019  
Name of Consultant, Contractor, Lessee, or Licensee: Human Development Services  
of Westchester, Inc

**CRIMINAL BACKGROUND DISCLOSURE**  
**FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: \_\_\_\_\_

I, Kathy Pambakes, certify that I am a principal or a  
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to either of the questions above are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or is **subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is **subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to

- vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
  - 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

**It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.**

**It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.**

**It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.**

Signature: 

Name: Kathy Pandickes

Title: Chief Executive Officer

Date: 4/18/22

  
Notary Public

4/18/22  
Date

**PATRICIA TEMPSTA**  
Notary Public, State of New York  
No. 01TE6275119  
Qualified in Westchester County  
Commission Expires January 14, 2025



## SCHEDULE "G"

### CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A," the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between

the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Name of Contractor: Human Development Services of Westchester

Signature: (Authorized Representative) [Signature]

Title: Chief Executive Officer Date: 4/18/22

**SCHEDULE "H"**

[INTENTIONALLY OMITTED]

## SCHEDULE "I"

### **Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.

on file

	Westchester County • Department of Finance • Treasury Division	Authorization is: (check one)
	<b>Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form</b>	<input type="checkbox"/> New <input type="checkbox"/> Change

**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601  
Attention: Vendor Direct

**Section I - Vendor Information**

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number: <input type="text"/>		
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
Authorized Signature	Print Name/Title	Date

**Section II - Financial Institution Information**

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number: <input type="text"/>	10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form). <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.**
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

SCHEDULE "J"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Contractor certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Human Development Services of Westchester  
Contracting Entity's Name

  
Authorized Signature

Name: Kathy Pandakes  
Title: Chief Executive Officer  
Date: 4/18/22

## SCHEDULE "K"

### Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will provide a drug-free workplace, in compliance with 41 U.S.C. 8101 et seq., 48 C.F.R. Subpart 23.5, and 2 C.F.R. Part 382. The Contractor certifies that it will make a good faith effort, on a continuing basis, to maintain a drug-free workplace, including by taking certain specific measures, as follows:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment on any federally-funded contract, the employee will:

- (1) Abide by the terms of the statement; and,
- (2) Notify the employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(c) Making it a requirement that each employee to be engaged in the performance of any federally-funded contract be given a copy of the statement required by paragraph (a);

(d) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and,
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(e) Notifying the County and the Federal agency that provided the Funds within ten days after receiving notice under subparagraph (b)(2) from an employee or otherwise receiving actual notice of such conviction, with such notification:

- (1) being in writing;
- (2) including the employee's position title;
- (3) including the identification number(s) of each affected award of Federal funds;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:



(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with applicable law; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) The Contractor shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place(s) of Performance (Street address, city, county, State, zip code)

930 Mamaroneck Ave Mamaroneck NY 10543

100 Abendroth Ave Port Chester NY 10573

Human Development Services of Westchester Inc  
Contracting Entity's Name

  
Authorized Signature

Name: Kathy Pand Kates  
Title: Chief Executive officer  
Date: 4/18/22

**SCHEDULE "L"**

**Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans,**  
**and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Human Development Services of Westchester, Inc  
Contracting Entity's Name

[Signature]  
Authorized Signature

Name: Kathy Pandokates  
Title: Chief Executive Officer  
Date: 4/18/22

**NOTE:** If Standard Form-LLL, "Disclosure Form to Report Lobbying," is required, it can be obtained from Appendix B to 45 C.F.R. Part 93.

**SCHEDULE "M"**  
**HIPAA Business Associate**  
**Terms**

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191, as codified at 42 U.S.C. § 1320d, including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (hereinafter the "HIPAA Privacy Rule") issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. §§ 17921, 17931-17932 and 17934 (Dec. 28, 2000), the **County Of Westchester** ("Covered Entity") and **Human Development Services of Westchester, Inc.** with an office at **930 Mamaroneck Ave, Mamaroneck, NY 10543** ("Business Associate") (jointly "the Parties") agree that the following terms address the requirements of the HIPAA Privacy Rule and the HITECH Act with respect to "business associates," as that term is defined in the HIPAA Privacy Rule.

Specifically, the following terms are intended to ensure that the Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) for "Protected Health Information" the Business Associate may create, receive, use, or disclose in connection with certain functions, activities, or services (collectively "services") to be provided by Business Associate to Covered Entity pursuant to this Agreement.

**I. Definitions**

"Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164, as amended by the HITECH Act and as otherwise may be amended from time to time.

**II. Obligations and Activities of the Business Associate:**

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Schedule or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Schedule and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Schedule.

(d) The Business Associate shall be directly responsible for full compliance with the relevant requirements of both the HIPAA Privacy Rule and Security Rule.

(e) The Business Associate shall implement and maintain reasonable and appropriate safeguards as are necessary to prevent the use, disclosure or availability of Protected Health Information or electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, other than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310 and 164.312. Business Associate shall comply with the policies and procedures and documentations requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. § 164.316 and the HITECH Act, 42 U.S.C. § 17931.

(f) The Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Agreement. In the event Business Associate creates, maintains, receives or transmits electronic Protected Health Information on behalf of Covered Entity, Business Associate shall implement the safeguards required by Section 4.b. above with respect to electronic Protected Health Information.

(g) Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of Protected Health Information.

(i) A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Business Associate (determined in

accordance with the federal common law of agency).

(ii) The Business Associate shall notify the Covered Entity within five (5) business days after discovery of any access, use or disclosure of Protected Health Information not permitted by this Agreement, any security incident involving electronic Protected Health Information and any Breach of Unsecured Protected Health Information of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take any 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.

(iii) The Business Associate shall provide the following information to Covered Entity within ten (10) business days of discovery of a Breach except when, despite all reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than forty-five (45) calendar days from the date of discovery of a Breach:

- (A) the date of the breach;
- (B) the date of the discovery of the breach;
- (C) a general description of events leading up to and surrounding the breach;
- (D) a description of the types of unsecured PHI that were involved;
- (E) a listing of the identification of each individual and/or class of individuals whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
- (F) any other details necessary to complete an assessment of the risk of harm to the individual.

(h) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(i) The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a Designated Record Set.

(j) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity, if the Business Associate has protected health information in a Designated Record Set.

(k) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

(l) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(m) The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **III. Permitted Uses and Disclosures by Business Associate**

#### **(a) General Use and Disclosure Provisions**

Except as otherwise limited in this Schedule, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

#### **(b) Specific Use and Disclosure Provisions:**

- (i) Except as otherwise limited in this Schedule, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (ii) Except as otherwise limited in this Schedule, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Schedule, the Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

#### **IV. Prohibited Uses and Disclosures by Business Associate.**

(a) Business Associate shall not use or disclose Protected Health Information for marketing purposes or any other purpose not permitted by this Agreement or the Privacy Rule or HITECH Act.

(b) Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates as required by 42 U.S.C. § 17935(a).

(c) Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, as described in 42 U.S.C. § 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

#### **V. Obligations of Covered Entity**

Provisions for the Covered Entity To Inform the Business Associate of Privacy Practices and Restrictions

(a) The Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

#### **VI. Permissible Requests by Covered Entity**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administrative activities of Business Associate.

## **VII. Breach of Provisions**

(a) Upon the Covered Entity's knowledge of a material breach by Business Associate of the terms of this Schedule, Covered Entity shall

- (i) provide an opportunity for the Business Associate to cure the breach or end the violation. Covered Entity shall terminate the Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Entity;
- (ii) immediately terminate the Agreement if the Business Associate has breached a material term of this Schedule and cure is not possible; or
- (iii) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination.

- (i) Except as provided in paragraph (b)(ii) below, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (ii) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Schedule to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **VIII. Miscellaneous**

(a) Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) Survival. The respective rights and obligations of the Business Associate under Sections II,



III, and IV of this Schedule shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits the Covered Entity to comply with the HIPAA Privacy Rule.

(e) If anything in this Schedule conflicts with a provision of any other agreement on this matter, this Schedule is controlling.

**SCHEDULE "N"**

[INTENTIONALLY OMITTED]







**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>NFP Property &amp; Casualty Services, Inc.</b>		NAMED INSURED <b>Human Development Services of Westchester, Inc.</b> 930 Mamaroneck Avenue Mamaroneck, NY 10543-1629	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Forms:**  
 General Liability: PI-GLD-HS NY (10/11) General Liability Deluxe Endorsement Human Services; CG2026 0704-Additional Ins. - Designated Person or Organization; CG2011-0196 Additional Insured-Managers or Lessors of Premises.  
 Automobile: PI-CA-001NY (04/11) Commercial Automobile Elite Endorsement



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

\*\*\*\*\* 133008872  
FRIEDLANDER GROUP INC  
2500 WESTCHESTER AVE #400A  
PURCHASE NY 10577



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> HUMAN DEVELOPMENT SERVICES OF WESTCHESTER INC. 930 MAMARONECK AVENUE MAMARONECK NY 10543		<b>CERTIFICATE HOLDER</b> COUNTY OF WESTCESTER MICHAELIAN OFFICE BUILDING 148 MARTINE AVENUE WHITE PLAINS NY 10601	
<b>POLICY NUMBER</b> W2180 944-7	<b>CERTIFICATE NUMBER</b> 823924	<b>POLICY PERIOD</b> 01/01/2022 TO 01/01/2023	<b>DATE</b> 4/14/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2180944-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 983186832



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Human Development Services of Westchester
930 Mamaroneck Ave. Mamaroneck NY 10543
1b. Business Telephone Number of Insured
(914) 835-8906
1c. Federal Employer Identification Number of Insured or Social Security Number
133008872
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Westchester Michaelian Office
Building 148 Martine Ave.
White Plains, NY 10601
3a. Name of Insurance Carrier
Equitable Financial Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
008616
3c. Policy Effective Period:
11/1/2020 To 11/1/2022

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/19/2022 By John Sugar (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 274-9887 Name and Title John Sugar, Chief Operating Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed By



Telephone Number

Name and Title

*Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*



DB-120.1 (12-21)

### Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## §220. Subd. 8

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced

in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**DB-120.1 (12-21) Reverse**

Westchester County  
Continuum of Care Partnership for the Homeless

**3A-2a. Healthcare Formal Agreements**

We are submitting two new Project Applications able to demonstrate leverage from healthcare organizations with the value of healthcare resources provided is equal to at least 25 percent of the funding being requested for the project.

- 1) Homestead expansion – see attached signed MOU between subrecipient Family Service Society of Yonkers (FSSY) and healthcare organization Westchester Jewish Community Services (WJCS) with the value of committed treatment services of \$175,985 = 25.1% of requested CoC funding of \$699,938.
  
- 2) PRISE – see attached signed Letter of Agreement between subrecipient Caring for Hungry and Homeless of Peekskill (CHHOP) and healthcare organization Westchester Medical Center (WMC) with the value of committed treatment services of \$272,197 = 26.6% of requested CoC funding of \$1,024,042.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FAMILY SERVICE SOCIETY OF YONKERS  
AND  
WESTCHESTER JEWISH COMMUNITY SERVICES**

**HUD Project:** CoC Bonus: FSSY Homestead Expansion  
**Grant Operating Period/MOU Term:** 6/1/2024-6/31/2025

**Grant number:**

**Subrecipient:** Family Service Society of Yonkers

**Contact:** Helen Frankel, CSW  
Executive Director  
30 South Broadway, 5th Floor  
Yonkers, NY 10701  
914-963-5118  
hfrankel@fssy.org

**Service Provider:** Westchester Jewish Community Services

**Contact:** Patricia Lemp, LCSW  
Chief Clinical Officer  
845 North Broadway  
White Plains, NY 10603  
914-761-0600  
plemp@wjcs.com

**Point in Time number of clients receiving service:** Up to 20 clients, **total annual value of treatment services of \$175,985**

### **1. Background**

Family Service Society of Yonkers proposes to administer the Homestead Expansion project as a subrecipient under the Westchester Department of Social Services (WDSS), which will be the recipient of grant funds from the United States Department of Housing and Urban Development (HUD). The Program is designed to provide both permanent housing and a range of supportive services to homeless single adults in order to move them from homelessness to independent living.

### **2. Purpose of Memorandum of Understanding**

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided by Westchester Jewish Community Services as an identified service provider for this project during the grant operating period; and the responsibilities of Family Service Society of Yonkers in relation to the project stated above.

### **3. Scope of Services**

Westchester Jewish Community Services will provide access to treatment and/or recovery services for all participants enrolled in the Homestead Expansion project who qualify and choose these services. These services may include: analysis or assessment of an individual's mental health, substance abuse or recovery needs and the development of a treatment plan; addiction and substance abuse treatment and management. Family Service Society of Yonkers shall administer all grant requirements as proscribed by WDSS, HUD and any other applicable regulations.



August 25, 2023

Westchester County Continuum of Care  
Partnership to End Homelessness

Re: FY2023 Westchester County Continuum of Care DV Bonus

To Whom it May Concern:

I am writing this Letter of Commitment on behalf of Westchester Medical Center (WMC) in support of the application of Caring for the Hungry and Homeless of Peekskill (CHHOP) for the 2023 Domestic Violence Housing Bonus funding for the time period August 2024 through July 31, 2025.

It is our understanding that the goal of the application is to improve the likelihood of economic independence and self-sufficiency by providing safe, affordable housing, access to domestic violence and LGBTQ+ specific support services, and specialized employment services. The program is rooted in an empowerment model where clients make decisions regarding where to live, how best to maximize their safety, what kinds of support services they need, and how to best provide for their families. Through discussions with CCHOP it is our understanding that with HUD funds, the program will provide ten transitional units and twenty Rapid Rehousing units so participants can swiftly access safe apartment-style housing away from their abuser.

If CHHOP's application for 2023 Domestic Violence Housing Bonus funding is approved and fully funded by HUD, WMC will provide access for all program participants who qualify for and choose to participate in the following services: 1) trauma informed and victim centered advocacy services for victims provided by WMC's Sexual Assault Abuse and Victim's Empowerment Program (SAAVE Victim Services); and 2) comprehensive health care including gender affirming health care, substance abuse treatment, mental health, and medical case management support from WMC's Ally Care Center multidisciplinary care team. The specifics of those services will be negotiated by WMC and CHHOP and memorialized in an MOU signed by both parties.

**Estimated Cost of Services/Scope of Work to be paid to WMC**

**SERVICES FOR WMC SAAVE VICTIM ADVOCACY**

- 1. Name of Service:** SAAVE Advocacy Direct Services and Prevention Programming
- 2. Detailed Description of Service:** Trauma informed crisis intervention services and referrals, upon victim consent.
- 3.** To be calculated at percentage of 0.8 of FTE Advocacy salary of \$70,000 plus 37.5% fringe.

**SERVICES FOR WMC ALLY CARE CENTER**

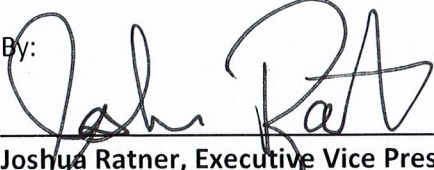
- 1. Name of Service:** Ally Care Center
- 2. Detailed Description of Service:** Comprehensive primary care
- 3.** To be calculated at percentage of 0.8 of FTE Medical Case Manager salary of \$70,000 plus 37.5% fringe.

**THE TOTAL AMOUNT OF THIS AGREEMENT IS NOT TO EXCEED  
\$154,000**

WMC understands that there is a Match requirement for this grant. If CHHOP's application for 2023 Domestic Violence Housing Bonus funding is approved and fully funded by HUD, WMC will provide medical, substance abuse treatment, behavioral health, and related services to program participants. The specifics of those services will be negotiated by WMC and CHHOP and memorialized in an MOU signed by both parties. We anticipate that the value of these services we provide will annually total at least \$272,197 during each program year.

Below is the description of services as an account of the above statement about the \$272,197 match.

Services	Providers	Rates
Medical	Physicians, mid-level practitioners, social workers, behavioral health workers	\$239,998 yearly
Mental Health including Substance Abuse and Behavioral Health	Mid-level practitioners, social workers, behavioral health workers,	\$32,207 yearly
		\$272,205 yearly

By:   
\_\_\_\_\_  
**Joshua Ratner, Executive Vice President, Chief Strategy Officer  
Westchester Medical Center**

Date: 8/28/23

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

**March 15<sup>th</sup> 2023**

**Attendees:** Craig Wong (Co-chair), Corine Lurry-Mabin, LaRon Getter, Candice Blyden-Gill, Debbie Anderson, Warren Kent, Tiffany Nozil, Judith Mezey, Alba Guevara, Tajae Gaynor, Freda Macon, Jeanette Carrington, Natalie Ventura, Trevor Payne, Annette Peters-Ruvolo, Yoav Spiegel, Meredith Pouncey, Danielle Nash, La Tonia Rosado, JoMarie Casarella, Yelitza Taveras, Ingrid Cajina, Helen Frankel, Nicole Granata, Kathy Pandekakes, Sylvia Hamer, Walt Ritz, Brittany Hodgins, Kathryn Valencia, Angela Bailey, Ruthanne Becker, Daniel Grenell, Allison McSpedon, Jenny Badree, Todd Seaman, Alicia Alore-Grachan, Cordetta Creighton, Grace Perry, Cassandra Rajacumar, Angela Hyman, Elane Falcone, Tiffany Brown, Nikita Singletary, Colin Dacres, Jesse Johnson, Elissa Ramos

<b>Topic #1:</b>	
<b>Announcements/Updates</b>	<ul style="list-style-type: none"> <li>• Craig Wong Co-Chairs called the meeting to order at 9:30 a.m.</li> <li>• Co-chairs called for motion to accept February minutes. Nicole Granata, HDSW motioned to accept, Angela Bailey, PWLE rep seconded. All in favor zero opposed.</li> <li>• Cassandra Rajacumar, 211 United Way announced the Volunteer Income Tax Assistance (VITA) IRS certified free tax preparation program is still accepting clients. Eligible individuals and families can call 2-1-1 to make an appointment.</li> <li>• Cassandra Rajacumar, 211 United Way announced 211 is currently searching for a part time bilingual intake specialist.</li> <li>• Grace Perry, TBF encouraged attendees who refer customers to their White Plains eviction prevention service contract to continue to communicate with TBF staff in order to create a streamline referral process with the client and staff member.</li> <li>• Co-Chair, Craig Wong announced the following upcoming trainings: Human Trafficking Training 3/22/2023 CE Workflow Refresher 3/28/2023 HMIS Case Notes Training 3/30/2023</li> </ul>
<b>Topic #2:</b>	<b>Discussion:</b>
<b>Good News Segment</b>	<ul style="list-style-type: none"> <li>• Grace Perry, TBF announced in the fall the TBF have a subsidy based program with career growth strategies.</li> <li>• Angela Bailey, PWLE announced she received numerous awards recently for volunteering and other special recognitions.</li> </ul>
<b>Topic #3:</b>	
<b>Andrus One Model Care</b>	<ul style="list-style-type: none"> <li>• Corrine E. Lurry-Mabin, Andrus explained there One Model of Care outreach initiatives which provides a comprehensive assessment connecting families to resources within their agency and the community. Individuals and families will not be turned away due to being under insured. Program Flyers with more information will be provided to attendees at a later date.</li> </ul>
<b>Topic #4</b>	



**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

<b>LGBTQ + Inclusivity Policy</b>	<ul style="list-style-type: none"> <li>Allison McSpedon, reviewed the proposed LGBTQ + Inclusivity drafted policy.</li> <li>Board members requested more time to review the document before vote.</li> <li>Co-chair Craig Wong announced we will vote on the policy at the next Board meeting in April.</li> </ul>
<b>Topic #5</b>	<b>Discussion:</b>
<b>CVR Housing Choice Voucher</b>	<ul style="list-style-type: none"> <li>Allison McSpedon, PD&amp;D announced CVR prospective plan is to collaborate with the CoC/CE Administrator to provide Housing Choice Vouchers to eligible families who are currently exiting out of the Rapid Rehousing programs. Referrals will be made through Coordinated Entry system at a later date.</li> </ul>
<b>Topic #6</b>	<b>Discussion:</b>
<b>RSP update</b>	<ul style="list-style-type: none"> <li>Debbie Anderson, CHI provided an RSP referral update.</li> <li>Material with the data is available upon request.</li> </ul>
<b>Topic #7</b>	<b>Discussion:</b>
<b>HCR EHV update</b>	<ul style="list-style-type: none"> <li>Jesse Johnson, Westhab Inc provided an EHV update.</li> <li>Material with the data was provided to the board members via email.</li> </ul>

Meeting was adjourned at 10:40 am  
 Respectfully submitted: La Tonia Rosado  
 Next Meeting: April 19<sup>th</sup> 2023  
 Time: 9:30 a.m. Location: Zoom Webinar

Date: 3/15/2023

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

**April 19, 2023**

**Attendees:** Craig Wong (Co-chair), Karl Bertrand (Co-chair) Cynthia Knox, Debbie Anderson, Vincent Madera, Sylvia Bolivar, Tiffany Nozil, Judith Mezey, Alba Guevara, Tajae Gaynor, Jeanette Carrington, Trevor Payne, Annette Peters-Ruvolo, Yoav Spiegel, La Tonia Rosado, JoMarie Casarella, Randolph Scott, Helen Frankel, Nicole Granata, Kathy Pandekakes, Walt Ritz, Brittany Hodgins, Joseph Lobello, Kathryn Valencia, Willa Brody, Anahaita Kotval, Angela Bailey, Allison McSpedon, Jenny Badree, Todd Seaman, Angela Hyman, Grace Perry, Elane Falcone, Adean Saunders, James Coughlin, Jesse Johnson, Richard Nightingale, Elissa Ramos, Louise Hamilton, Juan Rogers, Colin Dacres

<b>Topic #1:</b>	
<b>Announcements/Updates</b>	<ul style="list-style-type: none"> <li>• Craig Wong &amp; Karl Bertrand Co-Chairs called the meeting to order at 9:30 a.m.</li> <li>• Co-chairs called for motion to accept March minutes. Colin Dacres, WestCOP motioned to accept, Tajae Gaynor, Cluster seconded. All in favor zero opposed.</li> <li>• Helen Frankel, FSSY announced FSSY is offering Home Health Care Aide certification classes. Flyer provided in the chat.</li> <li>• James Coughlin, Westhab reported as of April 1<sup>st</sup> 2023 Westhab Inc, was awarded the Employment services contract through DSS.</li> </ul>
<b>Topic #2:</b>	<b>Discussion:</b>
<b>Good News Segment</b>	<ul style="list-style-type: none"> <li>• Angela Bailey, PWLE announced the Lived Experience Advisory Group is now active, the 1<sup>st</sup> meeting will occur on 4/19/2023.</li> <li>• Colin Dacres, WestCOP announced WestCOP hosted a job fair recently at Grasslands shelter and 8 clients were awarded jobs on the spot.</li> <li>• Elissa Ramos, Westhab reported Westhab Project Connect celebrated its 2<sup>nd</sup> anniversary on March 31<sup>st</sup> 2023. A flyer illustrating the impact/services provided over the past two years was provided in the chat.</li> </ul>
<b>Topic #3:</b>	
<b>2023 PIT Count Results</b>	<ul style="list-style-type: none"> <li>• Yoav Spiegel, DCMH reviewed the following reports:             <ul style="list-style-type: none"> <li>○ WCoC Summary Comparison of 2019/2020/2021/2022/2023 count of the homeless.</li> <li>○ 14-year PIT comparison at January 2023</li> <li>○ 2017-2023 site by site PIT comparison</li> </ul> </li> <li>• Material with the data was provided to the board members via email and will be posted on the CoC's website.</li> </ul>
<b>Topic #4</b>	

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

<b>2022 Awards vs Request</b>	<ul style="list-style-type: none"> <li>Yoav Spiegel, DCMH reviewed NY-604 FY 2022 CoC awards vs request report. All contracts were renewed and all the grants are the same amount from the previous year.</li> </ul>
<b>Topic #5</b>	<b>Discussion:</b>
<b>Explanation of new vote shares</b>	<ul style="list-style-type: none"> <li>Yoav Spiegel, DCMH reviewed the Westchester CoC Board vote shares per FY2022 funding awards.</li> <li>An updated copy of the Westchester County CoC Board vote shares was provided to the group via email.</li> </ul>
<b>Topic #6</b>	<b>Discussion:</b>
<b>WCoC Guiding Principles Vote</b>	<ul style="list-style-type: none"> <li>Annette Peters-Ruvolo, DCMH reviewed the proposed WCoC Guiding Principles.</li> <li>Cynthia Knox, CHHOP &amp; Richard Nightingale, Westhab Inc. requested that the principles be revised removing Strategic Advisory group under Article IX-Committees.</li> <li>Co-chairs called for motion to accept the WCoC Guiding Principles with the revision. Cynthia Knox, CHHOP motioned to accept, Vincent Madera, Children Village seconded. All in favor zero opposed.</li> <li>The finalized WCoC Guiding Principles was provided to the board members via email.</li> </ul>
<b>Topic #7</b>	<b>Discussion:</b>
<b>LGBTQ Policy Vote</b>	<ul style="list-style-type: none"> <li>Allison McSpedon, reviewed the proposed LGBTQ + Inclusivity drafted policy.</li> <li>Board members Cynthia Knox, CHHOP and Anahaita Kotval, LUW expressed concerns regarding employee harassment and discrimination reporting protocol.</li> <li>Co-Chair Karl Bertrand agreed to set up a meeting with PD&amp;D Systems Manager Allison McSpedon and board members Cynthia Knox and Anahaita Kotval to further the discussion. Co-chair Craig Wong announced we will vote on the policy at the next board meeting in May.</li> </ul>
<b>Topic #7</b>	<b>Discussion:</b>
<b>Strategic Advisory Committee Update</b>	<ul style="list-style-type: none"> <li>Richard Nightingale, Westhab Inc. reported that the advisory committee is currently interested in pursuing two policy items: <ul style="list-style-type: none"> <li>Developing Permanent Supportive housing that provides supportive services for intensive level of care.</li> <li>Developing Landlord Protections in order to expand housing options.</li> </ul> </li> <li>Richard Nightingale, Westhab Inc. announced the next meeting is May 26<sup>th</sup> 2023 however it may be rescheduled due to the holiday.</li> </ul>
<b>Topic #8</b>	<b>Discussion:</b>
<b>RSP Update</b>	<ul style="list-style-type: none"> <li>Debbie Anderson, CHI provided an RSP referral update.</li> <li>Material with the data was provided to the board via email.</li> </ul>

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

<b>Topic #9</b>	<b>Discussion:</b>
<b>HCR EHV Update</b>	<ul style="list-style-type: none"><li>• Jesse Johnson, Westhab Inc. provided an EHV update.</li><li>• Material with the data was provided to the board members via email.</li></ul>
<b>Topic #10</b>	<b>Discussion:</b>
<b>Eviction Prevention</b>	<ul style="list-style-type: none"><li>• Material with the data was provided to the board members via email.</li></ul>

Meeting was adjourned at 11 am  
Respectfully submitted: La Tonia Rosado  
Next Meeting: May 17<sup>th</sup> 2023  
Time: 9:30 a.m. Location: Zoom Webinar

Date: 4/19/2023

DRAFT

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

**May 17<sup>th</sup> 2023**

**Attendees:** Craig Wong (Co-chair), Karl Bertrand (Co-chair) Tamica Williams, Edward Roberts, Cynthia Knox, Debbie Anderson, Warren Kent, Vincent Madera, Tiffany Nozil, Jeanette Carrington, Natalie Ventura, Yoav Spiegel, La Tonia Rosado, JoMarie Casarella, Miguel Velasquez, Randolph Scott, Kathleen Sutherland, Helen Frankel, Nicole Granata, Kathy Pandekakes, Sylvia Hamer, Brittany Hodgins, Joseph Lobello, Jason Mays, Marcia Kobak, Willa Brody, Anahaita Kotval, Angela Bailey, Ruthanne Becker, Winnie Wilson, Jenny Badree, Allison McSpedon, Cindy Forschner, Angela Hyman, Aimee Morbitato, Tiffany Brown, Nikita Singletary, Colin Dacres, James Coughlin, Jesse Johnson, Richard Nightingale, Elissa Ramos, Marlene Zarfes, Louise Hamilton, Judith Mezey, Ingrid Cajina, Kathy Valencia

Topic #1:	
<b>Announcements/Updates</b>	<ul style="list-style-type: none"> <li>• Craig Wong &amp; Karl Bertrand Co-Chairs called the meeting to order at 9:30 a.m.</li> <li>• Co-chairs called for motion to accept March minutes. Colin Dacres, WestCOP motioned to accept, Richard Nightingale, Westhab Inc. seconded. All in favor zero opposed.</li> <li>• Craig Wong Co-chair announced the Coordinated Workflow Refresher (hybrid) Training is scheduled May 17<sup>th</sup> 2023 at 1pm.</li> <li>• Craig Wong, Co-chair announced the CoC Annual Meeting on Priorities is scheduled June 21<sup>st</sup> 2023. The meeting will occur on the same day as the CoC Board meeting. Meeting details to be announced.</li> <li>• Jason Mays, HVJC announced Westchester County Board of Legislators passed a landmark Access to Counsel bill, offering legal representation to households facing eviction and other covered proceedings. The bill was approved by unanimous vote.</li> <li>• Kathy Pandekakes, HDSW reported HDSW HOPE House Peer Care Management Training Program is accepting applicants. Contact information provided in the chat.</li> <li>• Ruthanne Becker, MHA announced Peer Training program starts in September and is accepting applicants. Contact information provided in the chat.</li> <li>• Ruthanne Becker, MHA announced the passing of Charlotte Östman, the beloved Chief Executive Officer. CoC Partners provided condolences.</li> <li>• Craig Wong, Co-chair reported the CoC is currently looking to fill the Landlord Relations and Self-Sufficiency Co-chairs positions. Interested parties should contact CoC board meeting Co-chairs.</li> <li>• Richard Nightingale, Westhab Inc. announced Westhab plans to operate a program within the NYC funded &amp; operated initiative to shelter and service asylum seekers that recently arrived in Westchester County. More details regarding Westhab’s role will be provided in the future.</li> </ul>

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

Topic #2:	Discussion:
<b>Good News Segment</b>	<ul style="list-style-type: none"> <li>Jenny Badree, PD&amp;D introduced Paul Koziel who is the new WCoC Peer Intern. He will be assisting the CoC with the Lived Experience Advisory Group, the PIT Count and other CoC tasks.</li> <li>Karl Bertrand, Co-chair announced and introduced Sylvia Hamer who is the new Executive Director at Hope Community Services.</li> </ul>
Topic #3:	
<b>People with Lived Experience Committee update</b>	<ul style="list-style-type: none"> <li>Angela Bailey PWLE, shared that the next committee meeting is today May 17<sup>th</sup> 2023. The group consist of a group of peers willing and ready to lift up consumer voices in our CoC.</li> </ul>
Topic #4	
<b>Strategic Advisory Committee update</b>	<ul style="list-style-type: none"> <li>Richard Nightingale, Westhab Inc. reported that the advisory committee is overall interested in concentrating on policy and systems changes. The group is currently focusing on finding out various funding sources that can aid in providing landlords with monetary incentives and reimbursements. Monetary incentives and reimbursements would be used to engage new landlords in providing CoC housing providers with quality affordable units.</li> <li>Anahaita Kotval LUW announced the next meeting is scheduled for Tuesday May 30<sup>th</sup> at 9:30am. If CoC executive partners will like to attend meeting, please contact Anahaita Kotval. All attendees were encouraged to bring program information/data that supports the current topic.</li> <li>Yoav Spiegel, DCMH encouraged the Strategic Advisory Committee to utilize the Housing Inventory Charts that was recently updated in April and uploaded to the CoC website.</li> </ul>
Topic #5	Discussion:
<b>Eviction Update</b>	<ul style="list-style-type: none"> <li>Marcie Kobak, LSHV reviewed the Westchester Eviction Stats: April 2023 (through 4/30/2023)</li> <li>Material with data was provided to attendees.</li> <li>Marcie Kobak, LSHV reported that HVLS has funding to hire attorneys for specifically eviction prevention proceedings.</li> </ul>
Topic #6	Discussion:
<b>Immigration Update</b>	<ul style="list-style-type: none"> <li>Miguel Velasquez, DSS reported that NYC recently transported families with minors seeking Asylum to the Ramada Inn hotel in Yonkers NY. NYC is completely funding the shelter/food expenses and the families seeking asylum are currently not eligible for Westchester County TANF/SNAP assistance.</li> <li>Miguel Velasquez, DSS reported that DSS staff will be retrained by OTDA on how Non-Citizens Recognized as Permanently Residing Under Color of Law (PRUCOL) can be eligible for Safety Net Assistance (SNA).</li> </ul>

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

	<ul style="list-style-type: none"><li>• CoC attendees provided feedback and expressed interest in receiving a training on the topic as well. Craig Wong, Co-chair agreed to meet with the CoC Education Committee to work on developing a future training.</li></ul>
<b>Topic #7</b>	<b>Discussion:</b>
<b>Attachments</b>	<ul style="list-style-type: none"><li>• The following attachments were provided via email:<ul style="list-style-type: none"><li>* EHV report (update as of 2023-05-12)</li><li>* CHI Report (update as of 2023-05-12)</li><li>* News Articles</li></ul></li></ul>

Meeting was adjourned at 10:40am  
Respectfully submitted: La Tonia Rosado  
Next Meeting: June 21<sup>st</sup> 2023  
Time: 9:30 a.m. Location: Zoom Webinar

Date: 5/17/2023

DRAFT

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

**June 21, 2023**

**Attendees:** Craig Wong (Co-chair), Karl Bertrand (Co-chair) LaRon Getter, Debbie Anderson, Vincent Madera, Sylvia Bolivar, Vincent Madera, Tajae Gaynor, Jeanette Carrington, Annette Peters-Ruvolo, Yoav Spiegel, La Tonia Rosado, JoMarie Casarella, Kathleen Sutherland, Helen Frankel, Nicole Granata, Kathy Pandekakes, Sylvia Hamer, Pamela Hiland-Card, Tamica Williams, Willa Brody, Anahaita Kotval, Angela Bailey, Ruthanne Becker, Allison McSpedon, Jenny Badree, Jennifer White-Reid, Nathaniel Fields, Wilfredo Lopez, Pamela Tarlow, Aimee Morbitato, Khrishna Brodigan, Nikita Singletary, Jesse Johnson, Tiffany Brown

<b>Topic #1:</b>	
<b>Introduction/Announcements Good News</b>	<ul style="list-style-type: none"> <li>• Craig Wong &amp; Karl Bertrand Co-Chairs called the meeting to order at 11:23am.</li> <li>• Co-chairs called for motion to accept May minutes. Nicole Granata, HDSW, motioned to accept, Tiffany Brown, WestCOP. seconded. All in favor zero opposed.</li> <li>• Co-chair Karl Bertrand announced Westhab Inc. Dayspring Commons won Westchester Homes Magazine’s Builders Award for “Best Affordable Multifamily Development.”</li> <li>• Co-chair Karl Bertrand announced that he and Angela Bailey were invited to the County Executive’s Access to Homes legislation signing ceremony.</li> <li>• Anahaita Kotval, LUW announced Cynthia Knox, CHHOP was listed as a Notable LGBTQIA+ Leader by Crain’s New York Business.</li> </ul>
<b>Topic #2:</b>	<b>Discussion:</b>
<b>Update on Housing Choice Vouchers for RRH Exiters</b>	<ul style="list-style-type: none"> <li>• Craig Wong, Co-chair announced that eligible families currently exiting out of Westhab, CHHOP &amp; CLUSTER Rapid Rehousing programs have been referred to CVR to apply for a Housing Choice Voucher.</li> </ul>
<b>Topic #3:</b>	
<b>Other Permanent Housing Serving Survivors of DV Prioritization list vote</b>	<ul style="list-style-type: none"> <li>• Allison McSpedon, PD&amp;D reviewed the proposed prioritization methodology for domestic violence survivors to other permanent housing opportunities.</li> <li>• Co-chairs called for motion to accept the proposed prioritization. Anahaita Kotval, LUW motioned to accept, Annette Peters-Ruvolo, DCMH seconded. All in favor zero opposed.</li> </ul>
<b>Topic #4</b>	



**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

<b>LGBTQ+ Equal Access Policy vote</b>	<ul style="list-style-type: none"> <li>• Allison McSpedon, PD&amp;D reviewed the proposed LGBTQ+ Policy.</li> <li>• Annette Peters-Ruvolo requested the following amendments:             <ul style="list-style-type: none"> <li>○ Shorted the first sentence &amp; remove or rephrase the 3<sup>rd</sup> sentence in section 1.</li> <li>○ Remove or rephrase the 3<sup>rd</sup> sentence in section 3.</li> <li>○ Remove or rephrase bullet a. in section 5.</li> <li>○ Replace “Any Organization” in bullets d. and e. in section 5 with “All Participating Organizations”.</li> </ul> </li> <li>• Co-chairs called for motion to accept the proposed policy with revisions. Annette Peters-Ruvolo, DCMH motioned to accept, <b>Angela Bailey, LEBM seconded</b>. All in favor zero opposed.</li> </ul>
<b>Topic #5</b>	<b>Discussion:</b>
<b>2023 CoC Renewal Project Ranking and Review Process</b>	<ul style="list-style-type: none"> <li>• Yoav Spiegel, DCMH reviewed the Westchester County CoC 2023 Rank and Review Process.</li> <li>• Annette Peters-Ruvolo, DCMH requested an amendment to replace RFI with RFP in the Bonus Projects and other CoC new funding section. Yoav Spiegel, DCMH agreed to make the revision.</li> <li>• Yoav Spiegel, DCMH also reported that he will add the board approved LGBTQ+ Inclusion Policy compliance which has a total of 3 points bringing the Westchester CoC Project Ranking from 70 points to a total of 73 points.</li> <li>• Co-chairs called for motion to accept the proposed ranking process with revisions. Anahaita Kotval, LUW motioned to accept, Pamela Hiland, Hope Community Services seconded. All in favor zero opposed.</li> </ul>
<b>Topic #6</b>	<b>Discussion:</b>
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• The following attachments were provided via email:             <ul style="list-style-type: none"> <li>* EHV report-2023-06-16</li> <li>* CHI Report-2023-06-09</li> <li>* Westchester Eviction Cases-2023-05-31</li> </ul> </li> </ul>

Meeting was adjourned at 12:24pm  
 Respectfully submitted: La Tonia Rosado  
 Next Meeting: July 26<sup>th</sup> 2023  
 Time: 9:30 a.m. Location: Zoom Webinar

Date: 6/21/2023

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

**September 6, 2023**

**Attendees:** Craig Wong (Co-chair), Karl Bertrand (Co-chair), Cynthia Knox, LaRon Getter, Vincent Madera, Tiffany Nozil, Judith Mezey, Tajae Gaynor, Jeanette Carrington, Natalie Ventura, Annette Peters-Ruvolo, Yoav Spiegel, Annette Peters-Ruvolo, Danielle Nash, Claudia Chow, Adel Tizol, La Tonia Rosado, JoMarie Casarella, Randolph Scott, Miguel Velasquez, Helen Frankel, Nicole Granata, Kathy Pandekakes, Joseph Lobello, Kathryn Valencia, Willa Brody, Anahaita Kotval, Angela Bailey, Ruthanne Becker, Allison McSpedon, Paul Koziel, Cindy Forschner, Alicia Alore-Gore, Cordetta Creighton, Angela Hyman, Wilfredo Lopez, Aimee Morbitato, Pamela Tarlow, Tiffany Brown, Adrean Owens-Saunders, Colin Dacres, Jesse Johnson, Marlene Zarfes, Louise Hamilton, Domonique McNair

<b>Topic #1:</b>	
<p><b>Introduction/Announcements</b> <b>Good News</b></p>	<ul style="list-style-type: none"> <li>• Craig Wong &amp; Karl Bertrand Co-Chairs called the meeting to order at 9:30am.</li> <li>• Co-chairs called for motion to accept June minutes. Colin Dacres, WestCOP motioned to accept, Ruthanne Becker, MHA seconded. All in favor zero opposed.</li> <li>• Angela Bailey, LEBM &amp; Paul Koziel PD&amp;D announced Westchester CoC LEAG will be collaborating with WILC this Friday September 8<sup>th</sup> 2023 on presenting a training on Accessing Services for recently housed clients. This training will explore topics: Accessing benefits, peer integration services, employment services, accessing services through ACCES-VR and more. Flyer provided in the zoom chat.</li> <li>• Karl Bertrand announced PD&amp;D Systems Manager Allison McSpedon will be resigning and transitioning to work with the Department of Social Services OTHA department as a Program Administrator effective September 18<sup>th</sup> 2023.</li> <li>• Ruthanne Becker, MHA announced MHA Apartment Treatment Program has a Program Coordinator position open. The job posting will be sent out via email and posted on the WCoC website.</li> <li>• Annette Peters-Ruvolo, DCMH announced September is Suicide Prevention &amp; Awareness Month. DCMH will be providing a month long messaging campaign on the importance of suicide prevention and overall mental health.</li> </ul>
<b>Topic #2:</b>	<b>Discussion:</b>

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

<p><b>NOFO updates/next steps</b></p>	<ul style="list-style-type: none"> <li>Allison McSpedon, PD&amp;D and Yoav Spiegel, DCMH thanked everyone for returning the Drug Free Workplace certifications, LGBTQ+ Inclusivity Policy certifications &amp; the Match Letters.</li> <li>Karl Bertrand, co-chair announced two proposals (HDSW/FSSY) for the CoC Bonus were received.</li> <li>Karl Bertrand, co-chair announced two proposals (CHHOP/FSTH) for the DV Bonus were received.</li> <li>Yoav Spiegel, DCMH reminded all board members to review and score both CoC Bonus and CoC DV proposals. Scoring forms are due by Tuesday August 17<sup>th</sup> 2023 at 2pm.</li> </ul>								
<p><b>Topic #3</b></p>									
<p><b>5 New Ranking Slots discussion/vote</b></p>	<ul style="list-style-type: none"> <li>Yoav Spiegel, DCMH announced following the CoC Board member vote on August 3, the ranking scores were updated based on data errors detected by Board members on August 14<sup>th</sup> 2023.             <ul style="list-style-type: none"> <li>Only RISE and New Start reported data errors, both only in SysPM Measure 7b.1.</li> <li>New Start already received 5/5 points in this measure so the only scoring change in this updated Ranking is +1 point for RISE.</li> </ul> </li> <li>Karl Bertrand, co-chair announced CoC voting board members have to decide where to rank these projects relative to each other. The DV project pre-applications had 32 maximum possible points, while the standard Housing Bonus project pre-applications had a maximum of only 28 points.</li> <li>Karl Bertrand, co-chair reported that the CoC Admin team recommended that one possibility is to rank the four Bonus projects based on the proportion of total points scored by each pre-application, as shown below.             <table data-bbox="600 1365 1266 1617" style="margin-left: 20px;"> <tr> <td>HDSW</td> <td>22.0 (out of 28) = 78.57%</td> </tr> <tr> <td>FSSY</td> <td>21.1 (out of 28) = 75.36%</td> </tr> <tr> <td>CHHOP</td> <td>23.9 (out of 32) = 74.69%</td> </tr> <tr> <td>First Steps to Heal</td> <td>14.1 (out of 32) = 44.06%</td> </tr> </table> </li> <li>Note that the DV Bonus projects are scored separately, based only on the voting board responses to the DV-specific questions, and can be approved as DV Bonuses even if the CoC's total score is not high enough to be awarded any standard Housing Bonus projects. The standard Housing Bonus projects, however, will only be funded if our total</li> </ul>	HDSW	22.0 (out of 28) = 78.57%	FSSY	21.1 (out of 28) = 75.36%	CHHOP	23.9 (out of 32) = 74.69%	First Steps to Heal	14.1 (out of 32) = 44.06%
HDSW	22.0 (out of 28) = 78.57%								
FSSY	21.1 (out of 28) = 75.36%								
CHHOP	23.9 (out of 32) = 74.69%								
First Steps to Heal	14.1 (out of 32) = 44.06%								

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

	<p>application score is high enough compared to other CoCs nationwide to merit new project funding.</p> <ul style="list-style-type: none"> <li>• Co-chairs called for motion to vote on where to rank these projects. Anahaita Kotval, LUW motioned to accept Karl Bertrand, Co-chair suggestion with the revision to move voting question #1 and modify the ranking projects when no projects are before the board. Yoav Spiegel, DCMH seconded. All in favor zero opposed.</li> <li>• Karl Bertrand, co-chair announced CoC voting board members have to decide where to rank the \$40,000 HMIS expansion.</li> <li>• Karl Bertrand, Co-chair reported that the CoC admin team recommends that that the board place it right after our HMIS renewal in Tier 1, thus benefiting us all by ensuring that we will have access to \$40,000 in additional HMIS funding for the coming year.</li> <li>• Co-chairs called for motion to vote on where to rank the HMIS expansion. Yoav Spiegel, DCMH motioned to accept Tajae Gaynor, CLUSTER seconded, Anahaita Kotval, LUW abstained all others in favor zero opposed.</li> </ul>
<b>Topic #4</b>	<b>Discussion:</b>
<b>ESG Priorities Vote</b>	<ul style="list-style-type: none"> <li>• Yoav Spiegel, DCMH announced on August 28<sup>th</sup> 2023 at the CoC Ad Hoc ESG priorities meeting CoC board members recommends that ESG recipients funds activities in the following prioritized order:             <ol style="list-style-type: none"> <li>1. Improvements to the number and quality of emergency shelter beds for homeless individuals and families;</li> <li>2. Shelter operations including supplies, furniture, equipment, transportation, and food;</li> <li>3. Provide essential services to shelter residents;</li> <li>4. Rapid Rehousing homeless individuals and families experiencing homelessness</li> <li>5. Street Outreach to engage homeless individuals and families living on the street</li> <li>6. Homelessness Prevention to assist participates at risk of homelessness with eviction prevention/financial assistance.</li> </ol> </li> <li>• Co-chairs called for motion to accept the recommendation Anahaita Kotval, LUW motioned to accept, <b>Angela Bailey, LEBM seconded</b>. All in favor zero opposed.</li> </ul>

**Westchester County Continuum of Care Partnership to End Homelessness  
Monthly Meeting Minutes**

Meeting was adjourned at 10:45am  
Respectfully submitted: La Tonia Rosado  
Next Meeting: October 18<sup>th</sup> 2023  
Time: 9:30 a.m. Location: Zoom Webinar

Date: 9/6/2023

DRAFT