ERIE COUNTY DEPARTMENT OF MENTAL HEALTH (ECDMH)

2027 HUD CONTINUUM OF CARE (CoC)

GRANT POLICY AND PROCEDURES

COUNTY OF ERIE

(Revised: 11/10/26)

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MAINTENANCE OF THIS MANUAL

This manual provides specific guidance on the minimum requirements and expectations for the operation of the Erie County Department of Mental Health (ECDMH) Continuum of Care (CoC) funded permanent supportive housing programs. The ECDMH will review this manual annually and issue periodic updates and revisions based on system needs, evolving expectations and regulatory changes. Providers are encouraged to remain current on these policies and procedures. Updates will be communicated to Subrecipients through emailed updates and be discussed at the monthly ECDMH Supportive Housing Meeting.

For additional clarification and procedural issues, it is recommended that each provider access and retain a copy of the United States Department of Housing and Urban Development (HUD) Desk Guides for Continuum of Care Programs. The HUD Exchange website also includes additional guides for enhancing and monitoring HUD grant program operations that may be helpful for providers.

Any questions regarding the policies and procedures in this manual may be directed to Caitlin Bauer, Housing Coordinator, by phone at direct dial: (716) 858-1875 or by email at: Caitlin.Bauer@erie.gov.

PURPOSE AND SCOPE OF THIS MANUAL

While this manual is intended to provide direction and guidance to local Subrecipients and answer common questions and concerns, it is not a comprehensive document. Agencies must work to remain aware of evolving HUD guidance. Agencies should further be aware that during a site review of ECDMH, or at any time, HUD may issue additional guidance to ECDMH, which will cause ECDMH guidance to Subrecipients to change and new requirements to be issued.

SECTION 1.0

Title: **Guidelines for Admission Eligibility Documentation**
Applicability: **Continuum of Care (CoC) Providers**
Date Issued: **November 1, 2017 (Rev. August 22, 2025)**
Reference: **CoC Desk Guide**

PURPOSE

To ensure that all admissions meet the appropriate eligibility guidelines and that each tenant record contains the required documentation.

PROCEDURE:

1. Per HUD regulations each grantee must maintain documentation to determine the eligibility of persons being admitted to Continuum of Care programs**. All admitted persons must be shown to have a disability, meet the HUD definition of homelessness, and also must have verification from the local Coordinated Entry Lead and a Single Point Of Access (SPOA) referral. In addition, the grantee must keep a copy of the letter from Coordinated Entry (which includes the prioritization tool score) on file as well.**

2. Per HUD regulations, agencies should try to obtain third-party documentation whenever possible. The order of priority for evidence is as follows:
   - **Preferred**: Third-party documentation
   - **Second:** Intake worker observations
   - **Third:** Certification from the person seeking assistance.

3. **Homelessness** status may be established with the following:
   - Documentation of applicant exiting a shelter or place not meant for human habitation.
     - This can include a letter from Coordinated Entry or the enrollment record on the Homeless Management Information System in our community (BAS-Net).
   - If the above is not obtainable, a written record of the intake worker's attempts to obtain the above along with a certification from the individual seeking assistance. This includes a self-certification that an individual is fleeing domestic violence or human trafficking.
   - For further information, HUD's definition of homeless can be found on the following website, www.hudexhange.com.
   - Documentation must be obtained within 45 days of enrollment. If it cannot be obtained, the provider must contact either the Housing Coordinator or the Assistant Housing Coordinator and seek guidance.

4. **Disability:** The applicant's eligibility must be verified by inclusion of one of the following:
    - Written verification by a licensed professional, certifying the disability is long term and that it substantially impedes the individual's ability to live independently, and that the disability is a serious mental illness (SMI). A list of qualifying professionals is provided below in the table.
    - Written verification from the Social Security Administration or receipt of a Disability check.
    - Initial observation by intake staff with confirmation by professional no later than 45 days after client is accepted.

Be advised that PSYCKES printouts are not adequate Disability verifications.

The below table lists accepted licensed credentials and whether they are authorized to confirm diagnosis:

Credential	Title	Diagnosis Mental Health Disability
Psy. D	Psychiatrist	Yes
MD	Medical Doctor	Yes
NP	Nurse Practitioner	Yes
PA	Physician Assistant	Yes
PNP	Psychiatric Nurse Practitioner	Yes
PMHN	Psychiatric Mental Health Nurse	Yes
APRN	Advance Practice Registered Nurse	Yes
RN	Registered Nurse (assignments directed by MD)	No
LPN	Licensed Practical Nurse (operated under direction of RN, MD)	No
LCSW	Licensed Clinical Social Worker	Yes
LMSW	Licensed Master Social Worker	No/Yes only under the supervision of a LCSW, MD
LMHC	Licensed Mental Health Counselor	Yes
BSW	Bachelors Social Worker	No
CRC	Certified Rehabilitation Counselor	Yes
CASAC	Credentialed Alcohol and Substance Abuse Counselor	No
CATC	Certified Addictions Treatment Counselor	No

Coordinated Entry – Each applicant's file should have a letter from the local Coordinated Entry Lead agency that states the applicant's VI-SPDAT score (which can be printed from the homeless management information system, or HMIS) and verifies they were referred for assistance by the Coordinated Entry Lead. Applicants with a VI-SPDAT score above 8 are considered to be eligible for permanent supportive housing. Lower scores can be admitted if Coordinated Entry directs us to admit someone on the basis that there are no people who are eligible for the program with a higher score in our community. There must be a letter in the file that details this circumstance.

5. **Single Point of Access** – The file for each applicant for assistance must contain a Single Point of Access (SPOA) referral from the Erie County Department of Mental Health. If you require assistance with this requirement, please contact the Housing Coordinator or the Assistant Housing Coordinator

6. **Domestic Violence** – If the individual or family qualifies as homeless due to fleeing domestic violence and other related conditions such as stalking or sexual assault, acceptable evidence includes an oral statement by the individual or head of household that they are fleeing the situation, that no subsequent residence has been identified, and that they lack the resources or support networks needed to obtain housing. The person making the statement must certify that the statement is true or complete and when it is safe to do so, the condition must be verified by a written observation by the intake worker, or a written referral by a housing agency or service provider should be included.

SECTION 2.0

Title:	**Guidelines for Income Verification and Rent Calculations**
Applicability:	**Continuum of Care Programs**
Date:	**Nov. 1, 2017**
Reference:	**24 CFR 578.77**

PURPOSE

To ensure accurate and HUD-compliant calculation, documentation, and verification of program participant income, rent and project stipend payments.

Fair Market Rent (FMR): The FMR is the upper limit on the contract rent that can be paid using Federal grant dollars. An exception can be made when the unit is determined to be rent reasonable; providers should be cautious that the grant is only funded at the rate of fair market rents and going over fair market rent too frequently may compromise the financial sustainability of the program. *See Section 3.0 of this manual for the instance when contract rent can exceed FMR.*

The FMR is updated and published annually by HUD located at: https://www.huduser.gov/portal/datasets/fmr.html.

- Select Buffalo-Cheektowaga-Niagara Falls, NY for the HUD Metropolitan Fair Market Rent Area.
- The applicable FMR for each grant is the FMR in publication at the time of the program participant's enrollment.

IMPLEMENTATION:

1. All HUD projects will utilize a tenant rent and project stipend calculation format that complies with the above noted regulations.

2. All HUD projects will maintain written documentation/verification of each resident's income to be updated annually.

3. The rental calculation determines the tenant's rent obligation and the project's obligation or rental stipend.

4. Rental calculations must be updated annually and at the following events:
   a. Change in family composition
   b. Change in family/resident income
   c. Change in residence
   d. Tenant request for re-examination

5. Tenant income decreases must result in an immediate adjustment to the tenant rental obligation and subsequent increase to the program rental obligation.

6. Tenant income increases need not result in an increase to their rental obligation until the next scheduled annual re-examination; the program can also elect to give sixty (60) days' notice.

7. The basic tenant rent calculation involves the following 4 step process:
   a. Calculate 10% of the monthly gross income. Subtract all exclusions and allowances as noted in the HUD Rental Stipend Worksheet for Rent Calculation, divide by 12 months and multiply by .10.
   b. Calculate 30% of the monthly adjusted income by deducting the additional allowances listed in the HUD Rental Stipend Worksheet for Rent Calculation, divide by 12 months and multiply by .30.
   c. Determine whether a welfare rent is applicable. If so, determine the amount.
   d. The tenant's rent is the highest of the above three calculations.

8. The calculation format used by each project may vary according to agency practices and needs but must, at a minimum, display the following elements, in accordance with 24 CFR 5.609:
   a. Tenant Income
   b. Income Exclusions
   c. Annual Gross Income
   d. Income Adjustments
   e. Income Allowances
   f. Amount of Contract Rent
   g. Utility Allowances (if applicable)
   h. Resident Rent Obligation
   i. Program Rent Obligation

9. **Utility Payments:** In some circumstances the cost of utilities is not included in the resident rent but is the responsibility of the tenant. In these circumstances, the tenant rent will equal the calculated rent payment less an allowance for reasonable utility consumption.

   If the reasonable utility consumption cost exceeds the amount the tenant is to pay for rent, the tenant must be reimbursed for the difference. *For more info, see 2.1*.

10. **Rent Reasonableness:** It is the local practice that a rent reasonableness survey be conducted for all potential rental properties whether or not the contract rent exceeds the Fair Market Rent (FMR). Documentation must include a comparison of similar properties in the same geographic area, usually offered by the same landlord. (*See related policy on Rent Reasonableness*)

The HUD Rental Stipend Worksheet for Rent Calculation is reviewed annually and updated as needed per HUD. **Please contact ECDMH for a copy if you do not already have one**.

SECTION 2.1

Title: **Guidelines for Utility Allowances**
Applicability: **Continuum of Care Programs**
Date Issued: **Nov. 1, 2017**
Reference: **Continuum of Care Regulation**

PURPOSE

To describe the process for determining utility cost allowances when contract rent does not include utility payments.

PROCEDURE:

1. When utilities are not included as part of the contract rent, a utility allowance must be calculated.

2. Subrecipients should consult one of the following to obtain a reasonable estimate of the monthly utility cost for the property in question:
   a. The Utility allowance from the local Public Housing Authority.
   b. Local utility companies -- ECDMH recommends calling the utility provider for an estimate once an inspection has been scheduled, if utilities are not included in the rent.
   c. Landlord records.

3. The utility estimate is then deducted from the tenant's rental obligation, thereby increasing the Subrecipient's stipend. (Therefore, the resident's rent payment equals the required rent payment less a reasonable allowance for utility consumption.)

4. When utilities are not included, the rental obligation should be calculated based on the contract rent only, with the utility allowance being deducted afterwards.
   For more information on calculating the amount of rent program participants should pay, see Guidelines for Income Verification and Rent Calculations, 2.0 in this manual.

5. If the reasonable utility expense alone exceeds the tenant rental obligation, the amount the program participant pays every month may be in the negative. For example, if the participant is determined to be able to pay $30 per month and a reasonable utility allowance is $50 per month, the participant should be receiving $20 per month. This "negative rent" can be paid to the participant and the participant can be responsible for paying utilities. Or, Subrecipients can charge the participant the $30 per month and pay the utilities directly to the company, at the subrecipients' discretion.

6. If the Subrecipient pays the utility company directly, receipts or other proof of payment must be kept on file.

7. The cost of telephone service is not included as a utility expense.

SECTION 3.0

Title:	**Guidelines for Rent Reasonableness Determinations**
Applicability:	**Continuum of Care Programs**
Date Issued:	**Nov. 1, 2017**
Reference:	**24 CFR 582.305(b)**

PURPOSE

To establish the requirements for the determination and certification of Rent Reasonableness.

PROCEDURE:

1. The portion of rent paid with grant funds may only exceed HUD-determined fair market rents (FMRs) if the unit is determined to be rent reasonable. FMRs are gross rent estimates and include the cost of shelter and utilities. FMRs are also published annually and should be used in estimating leasing costs https://www.huduser.gov/portal/datasets/fmr.html. Subrecipient agencies must also consider budgetary limitations given that grant allocations are based on the FMR at the time of application and modified only when a grant is renewed.

2. The rent paid must be reasonable in relation to rents being charged in the area for comparable space. The rent may not exceed rents being charged for comparable space.

3. In the event that an apartment's contract rent exceeds the FMR, the Subrecipient must document and certify that the rent is reasonable before entering into an agreement with the landlord.

4. Using the Rent Reasonableness Checklist below, the Subrecipient must document a comparison of the selected unit with 3 units that are comparable in terms of size, location, and amenities, whether or not the unit rent exceeds the FMR. If evidence exists that comparable units are charged the same contract rent, then the Subrecipient may certify that the rent is reasonable.

5. The "Rent Reasonableness Certification Worksheet" form must be kept on file.

6. Rent Reasonableness Certification should be updated annually along with the income verification and rental stipend calculations. It must also be updated upon move in and whenever rent is increased.

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities **Unit:** **Site:** **Neighborhood:**				
Age in Years				
Utilities (type)				
Unit Rent **Utility Allowance** **Gross Rent**				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

_____ _____ = _____
Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit **[ ]is** OR **[ ] is not** reasonable.

Name:	**Signature:**	**Date:**

SECTION 4.0

Title:	**Service Planning**
Applicability:	**Continuum of Care Programs**
Date Issued:	**Nov. 1, 2017**
Reference:	**NYS Office of Mental Health 2019 Guidelines**

PURPOSE

To establish the minimum requirements for COC participant's Service Plan documentation.

PROCEDURE:

1. Each program participant's file will include a service plan that is established within the first 30 days of admission.

2. The Subrecipient will enter into an agreement with the program participant that outlines the minimum requirements of supported housing. This includes the development of a support plan, a monthly face-to-face meeting, a home visit as needed based on the support plan or emergent needs, and annual income verification. The program participant should be made aware that failure to provide access to his or her apartment or annual income verification may jeopardize his or her ability to remain in the program.

3. Each service plan must be person centered, with the consumer choosing the goals with support from the caseworker. The plan should describe the consumer-identified goals of participation in the program, the date established and the target date for completion. Each plan should also include the signature of the consumer indicating participation in the service planning process. Family/significant others and additional service provider participation should also be indicated on the service plan where applicable.

4. Each goal should delineate the objectives and tasks required. Goals should include target dates for completion.

5. Goals and objectives should be revised and modified as needed and as progress is made toward goal achievement

6. Each service plan must be reviewed no less than annually.

7. While there is no one requirement for what must be in services plans, as they are specific to the program participant, common goals concern:
   a. Housing/Community Living
   b. Mental Health/Substance Abuse Services
   c. Wellness Management
   d. Self-Sufficiency (i.e. Employment/Education, access to mainstream resources).

8. Goals and objectives should be coordinated with other service providers where applicable. Coordination with third-party service providers should be documented and kept on file.

SECTION 5.0

Title: **Lead-Based Paint Policy**
Applicability: **Continuum of Care Programs**
Date Issued: **Nov. 1, 2017**
References: **24 CFR 578.75 and 24 CFR 982.401 (j)**

PURPOSE

To describe the process for compliance with the lead-safe housing rule requirements established by HUD for all Federally assisted housing programs.

PROCEDURE:

Required online training: Each provider agency/Subrecipient will designate at least one direct service staff member to complete the web-based HUD training presentation on lead-based paint found at the link below. All staff who conduct inspections must complete the training. https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm.

- A Certification of lead-based paint training completion is below. The Certification should be signed annually and kept on file. *See Sample Certification below*.

- **Pamphlet distribution:** All tenants/program participants considering leasing of a property constructed prior to 1978 must be supplied with an EPA-approved pamphlet ("Protect your family from lead in your home") informing them of their rights, responsibilities and risks associated with lead-based paint. If not provided by the landlord, program staff will be responsible for supplying this notification.

- **Disclosure of known hazards:** Landlords wishing to lease to a tenant of an ECDMH Continuum of Care program must comply with the HUD requirements for paint stabilization and maintenance according to 24 CFR Part 35. This includes disclosure of the location of any lead-based paint and/or lead-based paint hazards, the condition of painted surfaces, and records or reports on any corrective action. This notification or declination of any lead-based paint hazard will be documented via the Disclosure of Information form below.

- **Certification of disclosure:** For identified properties, the landlord must provide a Lead Warning Statement as an attachment to the contract or lease that includes a statement confirming compliance with all notification requirements**.** *See below Disclosure of Information form to be filed with a copy of the lease in the case record*.

- **Inspection procedure:** Once a unit for the program participant has been identified and determined to have been constructed prior to 1978, Subrecipients should proceed as follows:
- An inspector trained in visual assessment as per the online training above will inspect the property for deteriorated paint surfaces.
- If deteriorated paint surfaces are found, the owner/landlord must stabilize the surfaces in accordance with 35.1330 (a) and (b) before the program participant can move into the property.
- For families with children age six and under, it is required that full abatement occurs prior to occupancy. If program participants do not have young children, while they may move in before full paint stabilization is completed, payments cannot be made to the landlord until the unit fully complies.
- Paint stabilization must meet the standards described in 135.1340. It should be completed within 30 days of the Subrecipient notifying the owner/landlord of the needed work. If needed, an extension to up to 90 days from notification can be granted for reasonable cause, but the Subrecipient cannot pay out assisted funds to the owner/landlord during that time period.
- When the owner/landlord notifies the Subrecipient that stabilization has been completed, the Subrecipient must verify that the deficiencies have been corrected.

- **De Minimus vs Full Abatement Needed**: As per HUD regulations found at 35.1330, and as per the training linked in Part 1 of this policy, deteriorated paint that is found to be at "de minimus" levels, meaning less than 10 percent of an interior surface or 20 percent of an exterior surface, can be abated by the landlord by simply removing any loose paint and applying a protective coating or paint. However, deteriorated paint that exceeds de minimus levels must be abated by a professional who is certified as per regulations. Following the full abatement, a certified professional who is independent of the firm that performed the abatement work must then perform the clearance examination.

Certification of Lead-Based Paint Training Completion

This will certify that as of ___/___/____, _____, a direct services staff member at _____ has completed the web-based HUD training on lead-based paint.

Direct Services Staff Member:

Print name: _____

Title: _____

Sign name: _____

Date: _____

Staff Supervisor:

Print name: _____

Title: _____

Sign name: _____

Date: _____

HUD Grant Program

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

_____

(ii) ____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i) ___ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

_____

(ii) ___ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) ____ Tenant has received copies of the information listed above.

(d) ____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) ____Agent has informed the Landlord of the Landlord' obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to $10,000 for each violation.

_____ _____
Date Tenant's Name (Printed)

_____
Tenant's Signature

_____ _____
Date Landlord's Name (Printed)

_____
Landlord's Signature

_____ _____
Date Agent's Name (Printed)

_____
Agent's Signature

SECTION 6.0

Title:	**Guidelines for Housing Inspections**
Applicability:	**Continuum of Care Programs**
Date Issued:	**July 29, 2025**
Reference:	**HUD Final Rule: Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate (NSPIRE) 24 CFR Parts 5, 92, 93, 200, 570, 574, 576, 578, 882, 884, 886, 902, 965, 982, 983, and 985. https://www.federalregister.gov/d/2023-09693**

PURPOSE

To describe the required process for ensuring each Continuum of Care program housing unit meets the National Standards for the Physical Inspection of Real Estate (NSPIRE).

PROCEDURE:

1. Subrecipients must ensure that all staff conducting housing inspections have taken the NSPIRE Inspector training.
    a. The inspector training is located here: NSPIRE Online Inspector Training - HUD Exchange. It takes approximately 3 hours.
    b. All staff members who have been trained must receive and save the certificate of completion. Certificates shall be retained by the Subrecipients.
2. Subrecipients must ensure that an inspection conforming to the NSPIRE standards (either your form or the HUD form) is completed at each housing unit:
    a. Upon initial move-in;
    b. Annually thereafter:

    A form is attached to this procedure.
3. Before rental assistance can be provided, Subrecipients must inspect each unit to assure that the unit is habitable as per NSPIRE. For initial inspections, number/gender of household occupants should be noted along with number of bedrooms in order to verify suitable dwelling size as per 24 CFR 578.75(c).
4. As per 24 CFR 578.75(b), no assistance will be given for units that fail inspection unless violations are corrected by the landlord and verified corrected by the participating agency within the timeframe designated by the NSPIRE tool.
5. Each inspection must document that the housing unit is in satisfactory condition and any criteria failing inspection must include documentation as to the corrective action taken to remedy the problem.
6. It is required that documentation be kept of any landlord notification regarding any deficiencies.
7. All documentation related to housing inspections must be maintained in the tenant's file.

NSPIRE HCV/PBV INSPECTION CHECKLIST

PHA:	Address of Unit:
Family Identifier:	Owner:
Any children under 6 reside or expected to reside in the unit? (Y/N):	Owner Contact Information:
Inspector:	Housing Type:
Date of Inspection:	Year Constructed:
Type of Inspection:	Number of Bedrooms:

Summary Decision on Unit (Pass/Fail):

*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule

Mark all that apply:

Health & Safety Designation	Correction Timeframe (P/F)
LT	**Life-Threatening - 24 Hours (Fail)**
S	Severe - 30 Days (Fail)
M	Moderate - 30 Days (Fail)
L	Low - N/A (Pass)

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Address and Signage	Address, signage, or building identification codes are broken, illegible, or not visible.			M ☐	
Bathtub and Shower	Only 1 bathtub or shower is present and it is inoperable or does not drain.	S ☐	L ☐		
	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.	M ☐	L ☐		
	Bathtub component or shower component is damaged, inoperable, or missing such that it may limit the resident's ability to maintain personal hygiene.	M ☐	L ☐		
	Bathtub component or shower component is damaged, inoperable, or missing and it does not limit the resident's ability to maintain personal hygiene.	L ☐			
	Bathtub or shower cannot be used in private.*	*M ☐	M ☐		
Cabinet and Storage	Food storage space is not present.*	*M ☐			
	Storage component is damaged, inoperable, or missing.	M ☐	L ☐		
Call-For-Aid System	**System is blocked, or pull cord is higher than 6 inches off the floor.**	**LT** ☐	**LT** ☐		
	System does not function properly.	**LT** ☐	**LT** ☐		
Carbon Monoxide	**Carbon monoxide alarm is missing, not installed, or not installed in a proper location.***	**LT** ☐			
	Carbon monoxide alarm is obstructed.	**LT** ☐	**LT** ☐		
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	**LT** ☐	**LT** ☐		
Ceiling	Ceiling has an unstable surface.	M ☐	M ☐		
	Ceiling has a hole.	M ☐	M ☐		
	Ceiling component(s) is not functionally adequate.	S ☐	S ☐		
Chimney	**A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.**	**LT** ☐	**LT** ☐	**LT** ☐	
	Chimney exhibits signs of structural failure.			**LT** ☐	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Clothes Dryer Exhaust Ventilation	**Electric dryer transition duct is detached or missing.**	LT ☐	LT ☐		
	Gas dryer transition duct is detached or missing.	LT ☐	LT ☐		
	Electric dryer exhaust ventilation system has restricted airflow.	LT ☐	LT ☐	LT ☐	
	Dryer transition duct is constructed of unsuitable material.	LT ☐	LT ☐		
	Gas dryer exhaust ventilation system has restricted airflow.	LT ☐	LT ☐	LT ☐	
	Exterior dryer vent cover, cap, or a component thereof is missing.			L ☐	
Cooking Appliance	Cooking range, cooktop, or oven does not ignite or produce heat.	S ☐	L ☐		
	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.	M ☐	M ☐		
	Primary cooking appliance is missing.*	*M ☐			
	A microwave is the primary cooking appliance and it is damaged.	S ☐			
	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	M ☐	M ☐		
Door - Entry	Entry door will not open.	M ☐	M ☐		
	Entry door will not close.	S ☐	M ☐		
	Entry door self-closing mechanism is damaged, inoperable, or missing.	S ☐	M ☐		
	Hole, split, or crack that penetrates completely through entry door.	M ☐	M ☐		
	Entry door is missing.	LT ☐	S ☐		
	Entry door surface is delaminated or separated.	M ☐	M ☐		
	Entry door frame, threshold, or trim is damaged or missing.	M ☐	M ☐		
	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	M ☐	M ☐		
	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infestation.	L ☐	L ☐		
	Entry door cannot be secured.	S ☐	M ☐		
Door - Fire	Fire labeled door does not open.	S ☐	S ☐		
	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that the door does not self-close and latch.	S ☐	S ☐		
	Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be compromised.	S ☐	S ☐		
	Fire labeled door seal or gasket is damaged or missing.	S ☐	S ☐		
	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	S ☐	S ☐		
	Fire labeled door cannot be secured.	S ☐	M ☐		
	Fire labeled door is missing.	LT ☐	LT ☐		
Door - General	A passage door does not open.	M ☐	M ☐		
	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.	L ☐	L ☐		
	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	L ☐			
	An exterior door component is damaged, inoperable, or missing.			M ☐	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Drain	Drain is fully blocked.	M ☐	M ☐	M ☐	
Egress	**Obstructed means of egress.**	LT ☐	LT ☐	LT ☐	
	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	LT ☐			
	Fire escape access is obstructed.	LT ☐			
Electrical - Conductor, Outlet, and Switch	**Outlet or switch is damaged.**	LT ☐	LT ☐	LT ☐	
	Testing indicates a three-pronged outlet is not properly wired or grounded.	S ☐	S ☐	S ☐	
	Outlet does not have visible damage and testing indicates it is not energized.	S ☐	S ☐	S ☐	
	Exposed electrical conductor.	LT ☐	LT ☐	LT ☐	
	Water is currently in contact with an electrical conductor.	LT ☐	LT ☐		
Electrical - GFCI/AFCI	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	S ☐	S ☐	S ☐	
	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	S ☐	S ☐	S ☐	
	An unprotected outlet is present within six feet of a water source.*	*S ☐	*S ☐	*S ☐	
Electrical - Service Panel	Electrical service panel is not readily accessible.	M ☐	M ☐	M ☐	
	The overcurrent protection device is damaged.	LT ☐	LT ☐	LT ☐	
	The overcurrent protection device is contaminated.	S ☐	S ☐	S ☐	
Elevator	Elevator is inoperable.		M ☐		
	Elevator door does not fully open and close.		M ☐		
	Elevator cab is not level with the floor.		M ☐		
	Safety edge device has malfunctioned or is inoperable.		M ☐		
Exit Sign	**Exit sign is damaged, missing, obstructed, or not adequately illuminated.**		LT ☐	LT ☐	
Fence and Gate	Fence component is missing.			M ☐	
	Gate does not open, close, latch, or lock.			M ☐	
	Fence demonstrates signs of collapse.			M ☐	
Fire Escape	**Fire escape component is damaged or missing.**			LT ☐	
Fire Extinguisher	**Fire extinguisher pressure gauge reads over or under-charged.**	LT ☐	LT ☐	LT ☐	
	Fire extinguisher service tag is missing, illegible, or expired.	LT ☐	LT ☐	LT ☐	
	Fire extinguisher is damaged or missing.	LT ☐	LT ☐	LT ☐	
Flammable and Combustible Item	**Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater.** **OR** **Improperly stored chemicals.**	LT ☐	LT ☐	LT ☐	
Floor	Floor substrate is exposed.	M ☐	M ☐		
	Floor component(s) is not functionally adequate.	M ☐	M ☐		
Food Preparation	Food preparation area is not present.*	*M ☐			
	Food preparation area is damaged or is not functionally adequate.	M ☐	M ☐		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Foundation	Foundation is cracked.	M ☐	M ☐	M ☐	
	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	M ☐	M ☐	M ☐	
	Foundation is infiltrated by water.	M ☐	M ☐		
	Foundation support post, column, beam, or girder is damaged.	M ☐	M ☐	M ☐	
	Foundation vent cover is missing or damaged.			M ☐	
Garage Door	Garage door has a hole.	M ☐	M ☐	M ☐	
	Garage door does not open, close, or remain open or closed.	M ☐	M ☐	M ☐	
Grab bar	Grab bar is not secure.	M ☐	M ☐		
Guardrail	**Guardrail is missing or not installed.***	***LT ☐**	***LT ☐**	***LT ☐**	
	Guardrail is not functionally adequate.	**LT ☐**	**LT ☐**	**LT ☐**	
Handrail	Handrail is missing.	M ☐	M ☐	M ☐	
	Handrail is not secure.	M ☐	M ☐	M ☐	
	Handrail is not functionally adequate.	M ☐	M ☐	M ☐	
	Handrail is not installed where required.		L ☐	L ☐	
HVAC	**The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.***	***LT ☐**			
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	*S ☐			
	Air conditioning system or device is not operational.	M ☐	L ☐		
	Unvented space heater that burns gas, oil, or kerosene is present.*	***LT ☐**	***LT ☐**		
	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	**LT ☐**	**LT ☐**		
	Heating system or device safety shield is damaged or missing.	S ☐	S ☐		
	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	*M ☐	*M ☐		
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.	**LT ☐**	**LT ☐**	**LT ☐**	
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is inoperable.		M ☐		
Infestation	Evidence of cockroaches.	M ☐	M ☐		
	Extensive cockroach infestation.	S ☐	M ☐		
	Evidence of bedbugs.	M ☐	M ☐		
	Extensive bedbug infestation.	S ☐	M ☐		
	Evidence of mice.	M ☐	M ☐		
	Extensive mouse infestation.	S ☐	M ☐		
	Evidence of rats.	M ☐	M ☐	M ☐	
	Extensive rat infestation.	S ☐	S ☐		
	Evidence of other pests.	M ☐	M ☐		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Leak - Gas/Oil	**Natural gas, propane, or oil leak.**	LT ☐	LT ☐	LT ☐	
Leak - Sewage	Blocked sewage system.	S ☐	S ☐	S ☐	
	Leak in sewage system.	S ☐	S ☐	S ☐	
	Cap to the cleanout or pump cover is detached or missing.	M ☐	M ☐	M ☐	
	Cleanout cap or riser is damaged.	M ☐	M ☐	M ☐	
Leak - Water	Environmental water intrusion.	M ☐	M ☐		
	Plumbing leak.	M ☐	M ☐	L ☐	
	Fluid is leaking from the sprinkler assembly.	M ☐	M ☐	L ☐	
Lighting - Auxiliary	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.		S ☐	S ☐	
Lighting - Exterior	A permanently installed light fixture is damaged, inoperable, missing, or not secure.			M ☐	
Lighting - Interior	A permanently installed light fixture is inoperable.	M ☐	M ☐		
	A permanently installed light fixture is not secure.	M ☐	M ☐		
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.*	*M ☐	*M ☐		
Litter	Litter is accumulated in an undesignated area.		M ☐	L ☐	
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	*M ☑			
Mold-Like Substance	Presence of mold-like substance at moderate levels is observed visually.	M ☐	L ☐		
	Presence of mold-like substance at high levels is observed visually.	S ☐	M ☐		
	Presence of mold-like substance at extremely high levels is observed visually.	LT ☐	S ☐		
	Elevated moisture level.	M ☐	L ☐		
Parking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.			M ☐	
	Parking lot has ponding.			M ☐	
Potential Lead-Based Paint Hazards - Visual Assessment	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	M ☐	M ☐		
	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	S ☐	S ☐		
	Paint Outside on a target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.			M ☐	
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.			S ☐	
Private Roads and Driveways	Road or driveway access to the property is blocked or impassable for vehicles.			S ☐	
	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.			M ☐	
Refrigerator	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	M ☐	M ☐		
	Refrigerator component is damaged such that it impacts functionality.	M ☐	M ☐		
	Refrigerator is missing.*	*M ☐			

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Retaining Wall	Retaining wall is leaning away from the fill side.			M ☐	
	Retaining wall is partially or completely collapsed.			M ☐	
Roof Assembly	Restricted flow of water from a roof drain, gutter, or downspout.			M ☐	
	Gutter component is damaged, missing, or unfixed.			M ☐	
	Roof surface has standing water.			M ☐	
	Substrate is exposed.			M ☐	
	Roof assembly has a hole.			M ☐	
	Roof assembly is damaged.			M ☐	
Sharp Edges	A sharp edge that can result in a cut or puncture hazard is present.	S ☐	S ☐	S ☐	
Sidewalk, Walkway, Ramp	Sidewalk, walkway, or ramp is blocked or impassable.			M ☐	
	Sidewalk, walkway, or ramp is not functionally adequate.			M ☐	
Sink	Sink or sink component is damaged or missing and the sink is not functionally adequate.	M ☐	L ☐		
	Water is directed outside of the basin.	L ☐	L ☐		
	Sink is not draining.	M ☐	M ☐		
	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	M ☐	M ☐		
	Sink component is damaged or missing and the sink is functionally adequate.	L ☐	L ☐		
	Cannot activate or deactivate hot and cold water.*	*M ☐	M ☐		
	Sink is missing or not installed within the primary kitchen.*	*M ☐			
Site Drainage	Water runoff is unable to flow through the site drainage system.			L ☐	
	Erosion is present.			L ☐	
	Grate is not secure or does not cover the site drainage system's collection point.			M ☐	
Smoke Alarm	**Smoke alarm is not installed where required.***	*LT ☐	*LT ☐		
	Smoke alarm is obstructed.	LT ☐	LT ☐		
	Smoke alarm does not produce an audio or visual alarm when tested.	LT ☐	LT ☐		
Sprinkler Assembly	**Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.**	LT ☐	LT ☐	LT ☐	
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	LT ☐	LT ☐		
	Sprinkler assembly has evidence of corrosion.	LT ☐	LT ☐	LT ☐	
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	LT ☐	LT ☐	LT ☐	
Stairs	Tread is missing or damaged.	M ☐	M ☐	M ☐	
	Stringer is damaged.	M ☐	M ☐	M ☐	
Steps and Stairs	Step or stair is not functionally adequate.			M ☐	
Structure	**Structural system exhibits signs of serious failure.**	LT ☐	LT ☐	LT ☐	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Toilet	**Only 1 toilet was installed, and it is missing.**	LT ☐	M ☐		
	A toilet is missing and at least 1 toilet is installed elsewhere that is operational.	M ☐	M ☐		
	Only 1 toilet was installed, and it is damaged or inoperable.	S ☐	M ☐		
	A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational.	M ☐	M ☐		
	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely discharge human waste.	M ☐	M ☐		
	Toilet is not secured at the base.	M ☐	M ☐		
	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to discharge human waste.	L ☐	L ☐		
	Toilet cannot be used in private.*	*M ☐	M ☐		
Trash Chute	Chute door does not open or self-close and latch.		M ☐		
	Chute is clogged.		M ☐		
Trip Hazard	Trip hazard on walking surface.	M ☐	M ☐	M ☐	
Ventilation	Exhaust system does not respond to the control switch.	M ☐	M ☐		
	Exhaust system has restricted airflow.	M ☐	M ☐		
	Exhaust system component is damaged or missing.	M ☐	M ☐		
	Bathroom does not have proper ventilation or dehumidification.	M ☐	M ☐		
Wall - Exterior	Exterior wall covering has missing sections of at least 1 square foot per wall.			M ☐	
	Exterior wall has peeling paint of 10 square feet or more.			M ☐	
	Exterior wall component(s) is not functionally adequate.			M ☐	
Wall - Interior	Interior wall has a loose or detached surface covering.	M ☐	M ☐		
	Interior wall component(s) is not functionally adequate.	M ☐	M ☐		
	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that are cumulatively greater than 6 inches by 6 inches.	M ☐	M ☐		
Water Heater	Temperature pressure relief (TPR) valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material.	S ☐	S ☐	S ☐	
	No hot water.	S ☐	L ☐		
	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from waste receptor flood-level.	M ☐	M ☐	M ☐	
	Chimney or flue piping is blocked, misaligned, or missing.	LT ☐	LT ☐	LT ☐	
	Gas shutoff valve is damaged, missing, or not installed.	LT ☐	LT ☐	LT ☐	
Window	Window will not open or stay open.	M ☐	L ☐		
	Window cannot be secured.	M ☐	L ☐		
	Window will not close.	S ☐	M ☐		
	Window component is damaged or missing and the window is not functionally adequate.	M ☐	M ☐		

Burden Statement: The purpose of this information collection is to strengthen the U.S. Department of Housing and Urban Development (HUD)'s physical condition standards and improve HUD's oversight of housing pursuant to the National Standards for the Physical Inspection of Real Estate (NSPIRE) inspection regulations, requirements, and procedures. The information collected on this optional checklist form will be used by Public Housing Agencies (PHAs) to determine if a housing unit meets NSPIRE Standards for the Housing Choice Voucher (HCV) and Project Based Voucher (PBV) programs. This is a voluntary form and not required for use. Additionally, assurances of confidentiality are not provided under this collection. The public reporting burden for this collection of information is estimated to average 1 hour per response , including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Policy and Partnerships, Real Estate Assessment Center, Office of Public and Indian Housing, Department of Housing and Urban Development, 550 12th Street SW, Suite 100, Washington, DC 20410-4000. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

SECTION 7.0

Title:	**Guidelines for Eligible Costs**
Applicability:	**Continuum of Care Programs**
Date Issued:	**Nov. 1, 2017**
References:	**24 CFR 578, and HUD CoC Program Funding Eligible Costs Chart**

PURPOSE

To provide guidance on costs eligible for funding via HUD Continuum of Care programs.

PROCEDURE:

Reporting procedure for Eligible Costs:

- ECDMH will release HUD funds on a monthly basis to Subrecipient agencies following the receipt of the prior month expense report, accompanying invoice, and supporting General Ledger (G/L) documentation from their accounting system. ECDMH will do a review of the supporting G/L document(s) to ensure the expenses reported in the G/L tie to the accompanying expense report and invoice submitted and also that the expenses reported are allowable, allocable, reasonable and consistent. Once approved, ECDMH will process the invoice and forward it to the Comptroller's Office for payment. As the recipient of Federal funds, at any time, ECDMH has the right to request further financial data that supports the monthly G/L documents submitted. These records may include, but are not limited to, cash receipts and disbursements journals, accounts receivable and payable subsidiary ledgers, payroll records, employee attendance records, equipment register, purchase orders, and cancelled checks. The collection & review of this more detailed backup documentation will most often occur during the agency's annual site review or at any time deemed appropriate by ECDMH during the grant term.

- The supporting documentation provided will be reviewed to ensure that costs are allowable, allocable, reasonable and consistent.
    - **Allowable:** Is the cost prohibited by the Uniform Guidance or by statute, regulation, or decision? Is it allowed within the authorizing or appropriating legislative body? Is the cost within the period of performance?
    - **Allocable:** Are the costs incurred specifically for the award? Are the costs in the budget? Are the costs distributed in reasonable proportions to the grant-related benefits received?
    - **Reasonable:** Do the costs reflect sound business practices? Are the costs consistent with the going rates within our area for similar goods and services? Is the cost in line with what a prudent person considers reasonable?
    - **Consistent:** Are the costs handled in accordance with our agency's policies and standard practices? Would we be making the same decisions if we were working with our discretionary funds?

- In instances where specific agency costs are shared amongst multiple programs or funding sources, the agency must have available supporting documentation which details the allocation across programs and how the allocation of costs was determined.

- Subrecipients must also keep on file timesheets for employee's time that is charged to the grant. A pro rata share of the salary must be ascribed to the grant based on actual increments of hours worked on the grant, not a general estimate.
    - When staff salaries are shared among more than one budget line (for example, supportive services and administration), the time and activity report should reflect the distribution of time between budget lines. Additionally, if the expenditures are paid for by more than one source (United Way, private donations, etc), the split costs should be accurately tracked within the Subrecipients' accounting system.
    - Subrecipients should have clear policies and procedures on the method and frequency of documenting time, who reviews and approves timesheets, and how timesheet data is billed to the grant. Employees whose salaries are expected to be billed to the grant must also be included in the HUD-approved budget.

RENTAL ASSISTANCE COSTS

Eligible Rental Assistance Costs include:

- Rental Assistance for homeless individuals and families:
    - Must be reasonable – See Section 3.0 of this manual
    - Cannot be provided to a program participant already receiving rental assistance through other Federal, State or local sources
    - Must be verified with the amount in the lease
        - Subrecipients must have a process in place to verify that the stipend amount for each client is accurate prior to cutting the monthly checks to the landlords.
- HQS Inspections & Re-inspections
- Lead Based Paint Inspections
- Cost of Receiving participants into the program; client intake
- Examining participants' income for rent contributions
- Processing Rental Payments for Landlords
- Time Spent
    - Conducting housing searches
    - Calculating Rent Reasonableness
    - Calculating & processing utility allowances
- Security Deposits
    - Not to exceed 2 month's rent
- Last Month's rent – if accompanied by First Month's rent & Security Deposit
- Damage to housing due to the action of a program participant
    - Allowed on a one-time basis per program participant
    - Incurred at the time a program participant exits a housing unit

    - Not to exceed 1 month's rent
- Vacancies – Only can claim for 1 month following the month the rental unit was vacated. (Brief periods of stays in institutions less than 90 days are not considered vacancies)

ADMINISTRATIVE COSTS

ECDMH will allocate to the agency their share of administrative costs and the amount allocated will be communicated in the agency's initial budget. In most cases, the Subrecipient cannot exceed the administrative budget as set forth in the initial budget due to ECDMH sharing the administrative funds with the Subrecipient and due to the administrative cap as regulated by HUD. If the need arises to move funds to the administrative line, please reach out to ECDMH fiscal for expressed written approval prior to spending the funds.

Eligible Administrative Costs Include:

Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

- Administrative services performed under third-party contracts or agreements, including legal, accounting, and audit services for the program.
- Salaries, wages, and related costs of the staff of Subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments.
    - All salary and wages must be documented by timesheets with hours worked on the project by each day. Timesheets must be approved by the employee and a supervisor.
- Costs for goods and services required for the administration of the program, including rental or purchase of equipment; insurance; utilities, office supplies; and rental and maintenance (but not purchase) of an office space.
- Costs of providing training on COC requirements and attending HUD-sponsored COC trainings.

SUPPORTIVE SERVICES COSTS

Permanent Supportive Housing projects must provide supportive services for the residents to enable them to live as independently as is practicable throughout the duration of their residence in the project. Supportive Services address the special needs of program participants and must be necessary to assist program participants obtain and maintain housing. Supportive Services may be provided to program participants up to 6 months after exiting the program. Any cost that is not described as an eligible cost under 24 CFR 578 is not an eligible cost of providing supportive services.

Eligible Supportive Services Costs Include:

Assessments:

- Annual assessment of the service needs of program participants

Moving Costs (must be reasonable costs)**:**

- Hiring a moving company
- Truck Rental
- Storage Unit for a program participant

Case Management: Costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services.

- Salary & Wages/Fringe of Case Manager & all costs associated with serving program participants. Time Sheets must be kept if not 100% dedicated to the program
- Counseling
- Developing, securing, & coordinating services
- Using the Coordinated Entry System
- Obtaining Federal, State & Local Benefits
- Monitoring & evaluating participants' progress
- Providing information & referrals to other services providers
- Providing ongoing risk assessment & safety planning with domestic violence victims
- Developing an individualized housing & service plan
- HMIS License fees

Childcare (Child must be under the age of 13, unless disabled, then under the age of 18)**:**

- Establishing & operating licensed child care.
- Providing child care vouchers
- Providing meals, snacks & developmental activities

Education Services: Costs of improving knowledge & basic educational skills.

- Instruction or training in:
    - Consumer Education
    - Health Education
    - Substance Abuse Prevention
    - Literacy
    - ESL & GED Classes
- Screening, assessment and testing
- Individual/Group instruction
- Tutoring
- Purchase of books, supplies & instructional material
- Counseling
- Referral to community resources

Employment Assistance:

- Establishing & operating employment assistance and job training programs
- Classroom/Online instruction
    - On-the-job instruction
- Services that assist with securing employment
    - Screening, assessment and testing
    - Structured job skills and job-seeking skills

    - Special training and tutoring including literacy training and prevocational training
    - Purchase of Books and instructional materials
    - Counseling
    - Job Coaching
    - Referral to community resource services that assist with acquiring or learning skills
    - Obtaining vocational licenses and / or certificates
- Services that assist with increasing earning potential
- Stipends for participants in employment programs

Food:
- Meals/Groceries
- Reminder that the purchasing of gift cards is not an eligible expense. *See note below under the 'Costs Specifically Excluded' section*

Housing Search: Assisting program participants to locate, obtain and retain housing
- Tenant Counseling
- Lease Education
- Securing Utilities
- Making moving arrangements
- Mediation with Landlords
- Credit Counseling
- Payment of rental application fees
- Background Checks if included as part of the rental application or is a requirement of the program
- Bed Bug Treatment - Must be:
    - Attributed to a program participant, prorated cost
    - One-time only
    - Cannot charge if it's stated in the lease that this is the landlord's responsibility.

Legal Services: Licensed Attorney fees related to the program participant's ability to obtain & retain housing. Matters include.
- Child Support
- Guardianship
- Paternity
- Emancipation
- Legal Separation
- Domestic Violence
- Sexual Assault
- Stalking
- Public Benefits Claims
- Landlord/Tenant disputes
- Resolution of criminal warrants

Life Skills Training: The costs of teaching critical life management skills. These services must be necessary to assist the program participant to function independently in the community.

- Money Management training
- Household Management training
- Conflict Management training
- Grocery Shopping and shopping for other necessities
- Nutrition training
- Public Transportation Use training
- Parenting training

Mental Health Services: Direct outpatient treatment of mental health conditions provided by licensed professionals.

- Crisis intervention
- Counseling
- Therapy (Individual, family or group)
- Prescription of psychotropic medications
- Educating about the use and management of medications
- Therapeutic approaches to addressing multiple issues

Outpatient Mental Health Services: Direct outpatient treatment of medical conditions provided by licensed medical professionals

- Analysis or assessment of an individual's health
- Development of a treatment plan
- Assisting individuals to understand their health needs
- Providing directly or assisting individuals to obtain and utilize appropriate medical treatment
- Preventive medical care & health maintenance services
    - In-Home health services
    - Emergency medical services
- Provision of medication
- Providing follow-up services
- Preventive & non-cosmetic dental care

Outreach Services: Costs of engaging individuals to provide immediate support and intervention

- Salary & Wages/ Fringe of Outreach Worker
    - Transportation & cell phone
- Initial Assessment
- Crisis Counseling
- Providing urgent physical needs such as meals, blankets, clothing, toiletries
- Providing information/referrals to homeless & mainstream programs
- Publicizing the availability of housing and related services in the geographic area covered by the CoC

Substance Abuse Treatment:

- Intake & Assessment
- Outpatient treatment
- Counseling (Group, individual)
- Drug testing

Transportation: Participants' use of public transit or a vehicle provided by the Subrecipient to travel to and from medical care, employment, child care, or other services eligible under this section.

- Staff public transportation costs when accompanying a program participant
- Mileage to visit program participants
- Mileage to perform HQS inspections
- Vehicle to transport program participants
    - Purchase price/Lease
    - Gas
    - Insurance
    - Taxes
    - Maintenance

Participant Utilities: Includes gas, oil, electric, sewage, water & trash removal (*See Section 2.0 & 2.1 of this manual*).

- Utility Deposits, one-time fee paid to a utility company

In general: If the supportive services are provided in a supportive service facility not contained in a housing structure, the costs of day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment are eligible as a supportive service. The supporting documentation for these costs must include the name of the building, purpose of the building, the allocation across programs (if applicable), and the detail regarding how the allocation across programs was determined.

Costs Specifically Excluded:

- Telephone and cellular services for program participants
- Cable service
- TVs/Antennas
- Internet service for program participants
- Late fees for utilities
- Furniture
- Legal services for Immigration and citizenship matters and issues related to mortgage and homeownership
- Retainer fee arrangements and contingency fee arrangements.
- Inpatient detoxification & other inpatient drug or alcohol treatment
- Temporary Housing i.e. Bridger Housing
- Repairs/Maintenance of rental units
- Staff training and the costs of obtaining professional licenses or certifications needed to provide supportive services

- Rental Arrears
- Utility Arrears
- Gift Card purchases – cannot be reimbursed for the purchasing of the gift card but can be reimbursed if purchasing HUD eligible items with the Gift card. Receipt must be kept.

SECTION 7.1

Title: **Spending Threshold**
Applicability: **Continuum of Care Programs**
Date Issued: **Dec. 1, 2018**

PURPOSE

To ensure all HUD-funded grants stay within the target threshold for spending.

PROCEDURE:

1. ECDMH recommends that Subrecipients spend within 4% of their grant amount by the end of the grant term to reduce the risk of the COC reducing the grant amount at the time of renewal.
2. If during any month of the grant term, a Subrecipient is spending at 4%, or more than 4% below the targeted spending amount, a call and/or meeting will be scheduled with the ECDMH and the Subrecipient's fiscal and program managers to discuss the shortfall and to develop a plan to get the Subrecipient's spending back on target.
3. If a spending plan is requested by the ECDMH from a Subrecipient, the Subrecipient should submit a spending plan in accordance with the spending plan example below which includes a summary as well as a detailed breakout of the costs that support your projection:

A. Summary of Spending Plan

	Total Budget:	289,080	**Target:**	277,517	
Month	**Supportive Services**	**Rental**	**Admin**	**Total**	**YTD Total**
June (Actual)	5,000	15,500	200	20,700	**20,700**
July	6,500	16,500	215	23,215	**43,915**
Aug	7,000	16,500	215	23,715	**67,630**
Sep	7,000	16,500	210	23,710	**91,340**
October	7,000	16,500	210	23,710	**115,050**
November	7,000	16,500	210	23,710	**138,760**
December	7,000	16,500	210	23,710	**162,470**
January	7,000	16,500	210	23,710	**186,180**
February	7,000	16,500	210	23,710	**209,890**
March	7,000	16,500	210	23,710	**233,600**
April	7,000	16,500	210	23,710	**257,310**
May	7,000	16,500	210	23,710	**281,020**
Total:	**81,500**	**197,000**	**2,520**	**281,020**	

B. Detailed Spending Plan

COC - Spending Plan		
6/1/18 - 5/31/19		
Agnecy ABC		
	HUD	**Other ECDMH Funding**
Total Budget	**$ 289,080**	
Rental Assistance:	**$ 197,000**	**$ -**
Supportive Services:		
Description		
Salaries Wages:		
Case Manager, Joe	$ 29,500	$ 10,000
Case Manager, Sheila	$ 29,500	$ 10,000
Fringe Benefits:		
Case Manager, Joe	$ 6,030	$ 4,000
Case Manager, Sheila	$ 6,030	$ 4,000
OTPS:		
Insurance, Vehicle, $100/month	$ 1,200	
Lease/Rent Vehicle, $400/month	$ 4,800	
Vehicle Gas, $50/month	$ 600	
Cell Phone, $120/month	$ 1,440	
Food, $200/month	$ 2,400	
Total Supportive Services:	**$ 81,500**	**$ 28,000**
Administrative:		
Description		
Salaries & Wages, Fringe:		
Accountant, Amelia, $20/hr 10.5 hrs/mos average	$ 2,520	$ -
Total Adminstrative:	**$ 2,520**	**$ -**
Total Costs:	**$ 281,020**	**$ 28,000**
Overspent / (Underspent)	$ 8,060	

SECTION 7.2

Title:	**Procurement, Management & Disposition of Equipment/Inventory**
Applicability:	**Continuum of Care Programs**
Date Issued:	**October 1, 2021**
References:	**2 CFR 200.317, 2 CFR 200.318, 2 CFR 200.320, and 24 CFR 578.95**

PURPOSE

To provide guidance on the methods of procurement to be followed.

PROCEDURE:

Subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 2 CFR Part 200, Subpart D.

The Subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the Subrecipient is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

The Subrecipient is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

For the procurement of property (goods, supplies, or equipment) and services, the Subrecipient must use its own documented procurement procedures which reflect State, local laws and regulations, provided that the procurements conform to the standards of conduct and conflict-of-interest requirements under 2 CFR 200.317 and 200.318.

Equipment is a single item of tangible, nonexpendable, personal property that has a useful life of more than one year and a value of $5,000 or more (or a cost capitalization threshold established by the Subrecipient that is less).

The Subrecipient must use one of the following methods of procurement:

1. **Procurement by micro-purchases.** Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase, currently $10,000).

To the extent practicable, the Subrecipient must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Subrecipient considers the price to be reasonable.

2. **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (currently $250,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

3. **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

4. **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.

5. **Noncompetitive proposals.** Noncompetitive proposals are clarified to specify that it can be used only under certain conditions, e.g. when only one or more of the following factors apply. The documentation of this process is important. The factors to be considered include:
    a. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
    b. The item is available only from a single source;
    c. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
    d. The Federal awarding agency (or pass-through entity) expressly authorizes this method in response to a written request from the non-Federal entity; and
    e. After solicitation of a number of sources, competition is determined inadequate.

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

A. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of

B. the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and

condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

B. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

C. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

D. Adequate maintenance procedures must be developed to keep the property in good condition.

E. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Subrecipient must request disposition instructions from the ECDMH. Disposition of the equipment will be made as follows:

A. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

B. Except as provided in §200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of $5,000 may be retained by the Subrecipient or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the Subrecipient to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

C. The Subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

D. In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

SECTION 7.3

Title:	**Guidelines for Record Retention**
Applicability:	**Continuum of Care Programs**
Date Issued:	**October 1, 2021**
References:	**24 CFR 578.103**

PURPOSE

To provide guidance on record retention requirements.

PROCEDURE:

Subrecipients must establish and maintain policies and procedures consistent with the record retention policies imposed by HUD.

All records pertaining to Continuum of Care funds must be retained for the greater of 5 years or the Subrecipient's own record retention policy. Copies may be substituted for the original records.

HUD & ECDMH must have the right of access to all books, documents, papers, or other records of the recipient and its Subrecipients that are pertinent to the Continuum of Care grant. These rights of access are not limited to the required retention period, but last as long as the records are retained.

SECTION 7.4

Title: **Documentation of Personnel Expenses**
Applicability: **Continuum of Care Programs**
Date Issued: **October 1, 2021**
References: **2 CFR 200.430**

PURPOSE

To provide guidance on the time and effort documentation requirements for employees' time charged to the HUD grant.

PROCEDURE:

If a Subrecipient uses CoC Federal grant funds to pay for staff salaries, the following regulations regarding personnel documentation must be followed:

1. Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semiannually and will be signed by the employee or supervisory official having first-hand knowledge of the work performed by the employee.

2. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation which meets the following Federal standards:

    a. The reports must reflect an after-the-fact determination of the actual activity of each employee. Employee time and activity reports should not be based on estimates of time (e.g. 50%) but must include actual increments (e.g. 4 hours or 3.5 hours). Additionally, the time spent on the CoC Program grant-funded projects should be spent on *eligible* costs of the program.
    b. Each report must account for the total activity for which employees are compensated. When staff salaries are shared among more than one budget line (e.g., supportive services and administrative expenses), the time and activity report should reflect the distribution of time between budget lines. Additionally, if the expenditures are paid for by more than one source (e.g., state, Federal, United Way, private donations), the split costs should be accurately tracked within the recipients' and Subrecipients' accounting systems.
    c. The reports must be signed by the individual employee, or by a responsible supervisory official having first-hand knowledge of the activities performed by the employee, that the distribution of activity represents a reasonable

estimate of the actual work performed by the employee during the periods covered by the reports.

d. The reports must be prepared at least monthly and must coincide with one or more pay periods.

4. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

It is the responsibility of the Subrecipient to ensure that time billed to HUD is accurate, allowable, allocable and documented. The agency should have clear policies and procedures on the method and frequency of documenting time, who reviews and approves timesheets, and how timesheet data are billed to the grant. The agency also should make sure employees working on the project and who are expected to be billed to the grant, are included in the HUD approved budget. Any proposed changes must be communicated to your agency Contract Coordinator for review and approval.

Non-compliance regarding these important Federal requirements can result in disallowed salary and benefits expenditures, associated decreases in the recovery of facilities and administration costs, penalties, fines and other legal action, damage to ECDMH's reputation, and impairment of ability to act as a subcontractor on future awards.

SECTION 7.5

Title: **Suspension & Debarment**
Applicability: **Continuum of Care Programs**
Date Issued: **October 1, 2021**
References: **2 CFR 200.214**

PURPOSE

To provide guidance on the Suspension and Debarment requirements imposed upon Subrecipients of Federal funds.

PROCEDURE:

Vendors, employees and contractors being paid for with HUD funds must be run through the SAM.gov system to check if they are suspended or debarred from receiving Federal funds. This procedure only needs to be done once during a funding period and the report must be maintained.

Subrecipient must have policies and procedures in place which ensure non-debarment and non-suspension is checked for all required transactions, such as those above $25,000 (for example, ensured by a documented search at www.sam.gov or by certification of the vendor/employee/contractor).

Instructions for checking if a vendor/employee/contractor is Suspended or Debarred

- Go to www.sam.gov:
  - Click on Search
  - In the Simple Search box enter the name of the vendor/employee/contractor and then click Enter.
  - Click Print and retrieve and maintain the document

SECTION 7.6

Title: **Risk Assessment**
Applicability: **Continuum of Care Programs**
Date Issued: **June 9, 2022**
References: **2 CFR 200**

PURPOSE

To provide guidance on the completion of the Risk Assessment and Policy and Procedure Improvement Tool required to be completed by Subrecipients of Federal funds.

PROCEDURE:

The ECDMH will distribute the Risk Assessment and Policy and Procedure Improvement Tool to subgrantees of Continuum of Care grants to complete in order to assess the Subrecipient's ability to manage the grant. This will be distributed prior to the subrecipient being awarded the grant and then every 3 years thereafter, unless warranted sooner due to but not limited to the following; a change in staff, structure, or technology within the organization.

This Risk Assessment Questionnaire confirms requirements including those from the federal Office of Management and Budget Uniform Grant Guidelines (2 CFR 200), which can be accessed and analyzed at the website below:

https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

as well as the applicable federal agency guidelines:

HUD 2 CFR Chapter XXIV Part 2400, https://www.ecfr.gov/cgi-bin/text-idx?SID=d8c8c3a55234a6b5255b6b4aa4451f85&mc=true&tpl=/ecfrbrowse/Title02/2chapterXXIV.tpl).

The Tool should be filled out accurately based on current practices and systems. As the recipient of the Continuum of Care grants, ECDMH reserves the right to verify the accuracy of the information presented in the risk assessment tool.

SECTION 8.0

Title:	**Requirements for Matching Dollars and Memoranda of Understanding**
Applicability:	**Continuum of Care Programs**
Date Issued:	**Nov. 1, 2017**
Reference:	**24 CFR 578.73, HUD Guidance**

PURPOSE

To ensure all HUD-funded grants are in compliance with match requirements and the source and use of match is properly documented.

PROCEDURE:

1. Subrecipients must match all CoC grant funds with no less than 25 percent of funds or in-kind contributions from other sources.
   a. **Cash Sources:** These sources can include funds from any Federal sources (excluding COC funds), as well as state, local, and private sources, provided that the funds are not statutorily prohibited to be used as a match. For example, the use of Office of Mental Health dollars can be used towards match. This can also be staff time of staff working on COC grant eligible activities who are not paid from the COC grant but are paid from other agency resources.
   b. **In-Kind Sources:** The Subrecipient may use the value of any real property, equipment, goods or services contributed to the program as match. The value of commitments of land, buildings and equipment can only be used once and cannot be counted towards multiple projects or years.

2. Matching dollars may only come from costs that would be considered eligible under HUD rules and regulations. For example, the purchase of furniture is not an eligible cost, so it cannot be counted towards the match requirement.

3. The following items are prohibited from being used as match:
   a. Cash or any in-kind contributions used as match for another grant.
   b. Cash or any in-kind statutorily prohibited as match
   c. Savings or benefits that belong to program participants, not the agency
   d. Other COC funds

4. At the time of the renewal application, a letter of commitment is needed to document the anticipated match for the grant term being applied for. The letters should include the following:
   a. Cash Match commitment letter:
      i. Must be on agency letterhead **(the agency providing the cash)**
      ii. Must be signed and dated by an authorized representative

iii. Must include the following:
1. Amount of cash to be provided for the project;
2. Specific date the cash will be made available;
3. The actual grant and fiscal year to which the cash match will be contributed;
4. Time period during which funding will be available; and
5. Allowable activities to be funded by the cash match (i.e. case management, childcare, etc.).

b. In-Kind Match commitment letter:
i. Must be on agency letterhead **(the agency providing the good/service**);
ii. Must be signed and dated by an authorized representative;
iii. Must be followed by a Memorandum of Understanding (MOU) prior to the start of the grant term; and
iv. Must include the following:
1. What specific good or service is being provided?
2. How was the value of the goods/service determined?
3. How many clients you expect to receive this service, the units of service (hours, visits, etc.) and the per unit cost of the service (i.e. $80/hour)?
4. The total value of the in-kind contribution; and
5. When the goods/services will be used (grant term).

5. In-kind services must be documented with a Memorandum of Understanding (MOU):
a. Must be signed by both parties.
b. Must include the following:
- The specific service to be provided;
- The profession of the person(s) providing the service(s);
- A projection of how many individuals will receive the service(s) over the life of the grant;
- An estimated rate and/or total value of the contribution; and
- The grant term to which it pertains.

c. Memoranda of Understanding (MOU) must be submitted to the Erie County Department of Mental Health annually 30 days prior to the start of the grant term.

6. During the term of the grant, the Subrecipient must keep, and make available for inspection, records documenting the actual service hours provided.
a. Cash documentation can be a copy of the check or award letter
b. Match can only be counted/reported if there is an MOU or commitment letter submitted to ECDMH that supports it.

SECTION 9.0

Title: **Fair Housing Notification**
Applicability: **Continuum of Care Programs**
Date Issued: **Nov. 1, 2017**
Reference: **ECDMH HUD Funding Renewal Application**

PURPOSE

To notify all ECDMH HUD Subrecipients of HUD fair housing requirements that must be adhered to as a condition of receiving Continuum of Care funds.

NOTIFICATION:

When utilizing Continuum of Care funds, Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR Part I), which state that, "no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement." With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, "this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits."

Subrecipients will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

Subrecipients will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

Subrecipients will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that, "to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project."

Subrecipients will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

Subrecipients will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

Subrecipients will comply with Executive Orders 11625, 12432, and 12138, which state that, "program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women. If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance."

Subrecipients will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:
If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

SECTION 10.0

Title: **Site Review Policies**
Applicability: **CoC (CH, S+C, and SHP) Programs**
Date Issued: **October 1, 2021**
Reference: **ECDMH HUD Site Review Tool**

PURPOSE:

To describe the process by which ECDMH will conduct site reviews of Subrecipients of HUD grants.

PROCEDURE:

1. The ECDMH Adult Single Point of Access Housing team shall coordinate the review of the programmatic implementation of the grants. ECDMH's Fiscal Department will coordinate the fiscal site review. These may be at the same time or at different times in the year, depending on Department need.
    a. Programmatic Site Reviews will be conducted for all Subrecipients of HUD grants each year
    b. Site reviews will be scheduled based on the Subrecipient. If a Subrecipient has programs funded with multiple HUD grants, all of those programs will be reviewed on the same visit. If a Subrecipient also has programs funded by OMH Supportive Housing grants, they will be programmatically reviewed as well.
    c. Programmatic site reviews will focus on agency policies and procedures, programmatic compliance to Federal law and ECDMH rules and expectations, and examine specific files to ensure clients are being served according to the HEARTH act interim rule and County expectations.
    d. Fiscal Site reviews will focus on agency policies and procedures, fiscal compliance with applicable Federal requirements, including the Uniform Administrative Requirements and the CoC Program interim rule, along with ECDMH policies and procedures.

2. **Programmatic Site Review:**
    a. The Housing Coordinator, Assistant Housing Coordinator, and the particular grant's assigned Contract Coordinator will, as available, participate in the programmatic site review.
    b. The site review will be done at the site of the Subrecipient's administrative offices.
    c. The site review will utilize a tool for the relevant grant program that is created by ECDMH.
    d. Every December, the Housing Coordinator or Assistant Housing Coordinator will email all HUD supportive housing Subrecipients a schedule for programmatic site review in the following year. Typically, there will be one site review per month. This schedule will also include OMH Supportive Housing recipients as well.

e. The Contract Coordinator will follow up with the primary contact for the Subrecipient agency at least three weeks in advance of the scheduled month to determine the exact date, time, and location that the ECDMH team will be arriving. The Contract Coordinator will share the relevant site review tools with the agency.
f. A few days before, the Housing Coordinator or Assistant Housing Coordinator will advise the Subrecipient Agency which files will be audited. This will be either a minimum of 5 total files or a minimum of 10% of the grants' files, whichever is higher. In the case of a decimal, it will be rounded up: a program of 125 recipients would have 13 files audited, not 12.
g. On the day and time agreed upon, ECDMH will audit files and have a conversation with the Subrecipient agency about policies and procedures.

3. **Fiscal Site Review:**
   a. The Supervising Accountant and other ECDMH fiscal staff, where available, will participate in the fiscal review.
   b. The site review will either be conducted at the site of the Subrecipient's administrative offices or conducted via a desk audit.
   c. The site review will utilize a tool for the relevant grant program that is created by ECDMH.
   d. Every December, the Housing Coordinator or Assistant Housing Coordinator will email all HUD Subrecipients a schedule for fiscal site reviews in the following year.
   e. The Contract Coordinator will follow up with the primary contact for the Subrecipient agency at least three weeks in advance of the scheduled month to determine the exact date, time, and location that the ECDMH team will be arriving. The Contract Coordinator will share the relevant site review tools with the agency and provide a list of items/documents required prior to the site review date.
   f. The ECDMH fiscal team will review the required items/documents and request additional documents/information from the Subrecipient where it is deemed necessary.

4. **Site Review Scoring and Plan of Corrective Action:**
   a. ECDMH will compile the results of the site review within the site review tool and email the completed tool to the Subrecipient agency within 30 days.
   b. If an agency scores less than 95% compliance on the site review tool, they will need to complete a Plan of Corrective Action to address the deficiencies identified. This will need to be submitted to ECDMH within 30 days of receiving the completed Site Visit Tool document.
   c. ECDMH may require follow up meetings to stay informed on the progress of items in the Plan of Corrective Action.

SECTION 11.0

Title: **Emergency Procedures for Site Visits**
Applicability: **CoC (CH, S+C, and SHP) Programs**
Date Issued: **5/29/2020,** *Date Revised: 8/3/2021*

PURPOSE

This document describes the process by which site reviews would be amended in the context of a pandemic or other regional emergency which restricts the community's ability to safely work onsite or requires social distancing measures.

PROCEDURE:

In the event that there is a regional emergency which requires the restriction of travel or the implementation of social distance measures, the Department's site visit reviews of each Subrecipient may be modified to accommodate relative inaccessibility of some documentation. All Subrecipients will be expected to give a good faith effort to furnish what is available such that the Department can assess quality of care, program effectiveness and efficacy of services. Though the Department may not be conducting full site reviews, Subrecipients are still responsible for documenting compliance with all regulations and procedures unless otherwise waived by the governing authority of the grant. Use of that waiver must be thoroughly documented.

During a public emergency that requires remote work and social distancing, in-person site visits will be suspended. If the duration of the public emergency is brief, they will be postponed until the emergency has concluded. If the duration of the public emergency is anticipated to last three months or longer, and operational capacity of both Subrecipient and Department permit, a modified remote site visit procedure will be followed:

- Record review will be done through remote means and scaled down as Needed.
    - A sample of agencies may be selected instead of all agencies.
- Any needed board, staff & consumer interviews will be conducted through telephonic or web-conferencing mediums.
- Observation of program operation will be waived.
- Inclusion of fiscal reviews will be done on a case-by-case basis.

The Department reserves the ability to waive the site visit during a calendar year in which the scheduled site visit occurred during a prolonged public emergency.

All site review procedures utilized by the Department will be performed in a manner consistent with the protection of consumer rights and ensuring consumer confidentiality. The Department will seek to implement site visits and program audits in a manner that is conducive to and not disruptive of Subrecipient operations without lessening the Department's contract obligations, responsibilities and authority.

Usual procedures as to notification will be followed. The Subrecipient will establish and maintain all records and documents necessary, pursuant to the laws governing not-for-profit corporations, and pursuant to local laws, the New York State Mental Hygiene Law, Codes, Rules, & Regulations, Federal laws and regulations, and as required pursuant to the Erie County Department of Mental Health Procedure Manual. The Subrecipient shall make all such related records available to the Department.

Site reviews may be done separately, or as part of programmatic site visit. The Erie County Department of Mental Health will give an initial Review Report that will be forwarded to the Subrecipient summarizing the findings and recommendations regarding required corrective action that don't meet practice standards or required thresholds. The Subrecipient will have four (4) weeks to review and respond to the preliminary written report. Upon receipt of the Subrecipient response, the Subrecipient and the Department will meet to finalize the report. This meeting will establish mutual agreement regarding findings, recommendations, and a corrective action plan. This final document is considered a public document.

The Subrecipient Site Review Report will identify the time period allowed to complete all corrective actions. The Department may perform a follow-up site visit to assess the effectiveness of the corrective actions in resolving the identified deficiencies.

The Subrecipient shall permit and participate in reviews. Such reviews may include but not be limited to: record review; fiscal documentation, interviews with staff and consumers; and observation of program operations.

SECTION 12.0

Title:	**Client Non-Payment of Rent Policy**
Applicability:	**CoC (CH, S+C, and SHP) Programs**
Date Issued:	**8/03/2021**
Reference:	**24 CFR 578.77, and 24 CFR 578.91**

Program participants are required to pay a portion of their rent as detailed in 24 CFR 578.77.

In circumstances where a program participant is refusing to pay their rent for psychiatric or other reasons, the Subrecipient must engage with the client to bring them into compliance with this requirement.

1. Subrecipients may use some of the following strategies:
   - A. Pay the client's portion from a non-HUD source and put the client on a repayment plan.
   - B. Pay the client's portion from a non-HUD source. This can continue indefinitely.
   - C. Apply for a payee for the client from Adult Protective Services if they are demonstrating that they cannot manage their money.

2. Case notes should detail all efforts to facilitate compliance with program expectations. This will be evaluated on the site visit monitoring tool.

3. Housing specialists and other program staff should work with the clients' other supports to ensure that they are getting the necessary assistance needed – for instance, connecting the program participant to a payee when appropriate. If a program participant is found to need a higher level of residential care, the Subrecipient is responsible for assisting the program participant in that process.

4. Protracted and volitional refusal to pay rent may result in a program participant's dismissal from the program.
   - A. Efforts should be made to ensure that the program participant is connected to needed supports prior to discharge. The termination process should follow 24 CFR 578.91 and these letters need to be in the program participant's file.
   - B. Recipients and sub recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases.

5. Other possible outcomes:
   - A. Contract, repayment plans, letters.

SECTION 13.0

Title:	**Other Emergency Circumstances and Use of Waivers**
Applicability:	**CoC (CH, S+C, and SHP) Programs**
Date Issued:	**03/29/2022**
Reference:	**HUD Community Planning And Development – Waivers COVID-19 Grantee Guidance**

PURPOSE

This document describes the process by which ECDMH and its subrecipients would modify operations during a disaster or other regional emergency and how ECDMH and its subrecipients would utilize any waivers providing regulatory flexibility that HUD releases. These procedures are in addition to the Continuity of Operations Plans (COOP) that Erie County develops with contracted agencies.

PROCEDURE

In the event of a disaster or other regional emergency, ECDMH will work with its subrecipients to ensure the provision of care to program participants of its supportive housing programs. This includes, but is not limited to, ensuring fiscal stability and providing additional supports, as ECDMH is able to procure and make available, or linkages to the entities that can provide the supports (for example, instructions for how to contact Erie County Department of Health for personal protective equipment). ECDMH will work collaboratively with subrecipients to create strategies to overcome obstacles and to ensure the safety of program participants and staff. When issued, one such means to do so includes the use of HUD approved Waivers

Should HUD make available waivers for the CoC program, in consultation with its subrecipients, ECDMH will apply for those it anticipates will, or could, facilitate serving program participants during the regional emergency or public disaster. ECDMH will use the notification process that HUD requests to request waiver flexibility. ECDMH will then send a copy of the notification letter via email to its subrecipients with details about the waiver, its applicability, limitations, expiration date, and any other considerations. ECDMH will instruct its subrecipients to make case-by-case decisions on whether or not using the waiver will facilitate the best interests and service provision of program participants.

ECDMH will keep a copy of the notification letter in its own grant binder. ECDMH will instruct its subrecipients to keep records of the waiver notifications in the client binders and in their emergency policies and procedures. Should HUD and/or the local HUD Field Office release any official or unofficial guidance on documenting the use of the waivers, ECDMH will follow it and instruct its subrecipients to abide by those instructions, providing whatever technical assistance is required. ECDMH will add waiver compliance to its yearly HUD site monitoring site review tool.

SECTION 14.0

Title:	**Protecting Client Confidentiality**
Applicability:	**CoC (CH, S+C, and SHP) Programs**
Date Issued:	**7/8/2022**
Reference: •	**24 CFR § 578.103**

It is impossible for a positive therapeutic relationship to exist without trust. Ensuring client confidentiality is absolutely imperative to the provision of all mental health services, including and especially housing. Service providers and County staff are prohibited from disclosing client case information without a consent authorizing disclosure. Such conversations must be exclusively for the purposes of coordinating or furthering one's care.

All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential. Program participant client files will be kept onsite of the subrecipient's offices in a double-locked cabinet in a locked office or in a secure electronic medical record system that meets Office of Mental Health and/or HIPAA standards for confidentiality. This will be verified during yearly site reviews.

All client information in the SPOA office will be kept in the SPOA referral management system or in locked cabinets inside a locked SPOA staff person's office. Record retention policies will follow the most restrictive between federal and county policies (ie, if Federal policies state five (5) years but the County policy states seven (7) years, they will be retained for seven (7) years).

The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.

All subrecipients must have policies and procedures that ensure the security and confidentiality of client information. These will be verified at the time of the site visit by SPOA staff or the contract coordinator.

SECTION 15.0

Title:	**Facilitating Educational Access**
Applicability:	**CoC (CH, S+C, and SHP) Programs**
Date Issued:	**7/8/2022**
Reference:	**24 CFR § 578.23**

In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act. This could be the housing specialist or case worker assigned to the program participants, a supervisor, or another staff person. Should a subrecipient need assistance helping a family, they should reach out to the housing coordinator at Erie County Department of Mental Health for guidance.

In addition, when program participants have children, housing specialists are to take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education.