



New York State
Office of Alcoholism & Substance Abuse Services
Addiction Services for Prevention, Treatment, Recovery

New York/New York III

Operations Manual
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New York State Office of Alcoholism and Substance Abuse Services

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Introduction

This manual will serve as a resource to New York/New York III (NY/NY III) contracts on implementation and illustrates the Office of Alcoholism and Substance Abuse's (OASAS) expectations of program operations. This manual will provide each agency an understanding of what OASAS is monitoring for during annual Site Visits.

OASAS believes that safe, affordable permanent housing, along with a stable living wage, and an actionable and personalized recovery plan, are the three essential components for successful long-term recovery. Permanent Supportive Housing (PSH) Programs are the means by which OASAS is able to give hope to formerly homeless individuals and families in recovery, and to contribute to improving the economic recovery of communities in New York State and New York City.

All PSH programs offer Rental Subsidies up to Fair Market Rental rates, on-site Case Management Services, Daily Living Skills enhancement and targeted referral services. Over 90 percent of OASAS PSH Program participants remain in permanent housing for more than two years, and 43 percent are fulltime employed.

The New York/New York III Agreement

In November 2005, New York City (NYC) and New York State (NYS) announced the NY/NY III Supportive Housing agreement, a pact between the City and State to jointly develop and fund 9,000 new units of supportive housing in NYC over the next ten years. Pursuant to two prior New York/New York agreements, the City and State produced over 5,000 units of supportive housing. Those housing units, however, were solely for single adults with serious and persistent mental illness who had some history of homelessness. NY/NY III, on the other hand, targets a much broader range of eligible clients that more accurately reflects the people living on the NYC streets and in shelters today.

The NYC Department of Health and Mental Hygiene (DHMH) is the lead agency contracting for the ongoing operation and support services for the City's share of NY/NY III housing, with the exception of the units designated for individuals with HIV/AIDS. These units are the responsibility of the NYC Human Resources Administration (HRA). DHMH also is contracting for the ongoing operation and support services with respect to a portion of the State's share of NY/NY III supportive housing.

The NY/NY III agreement provides for the development and funding of both congregate (single-site) and scatter-site supportive housing models.

The first **OASAS Planning Supplement** was a companion to the NYC DHMH Request for Proposal (RFP) and issued in March 2007 for 250 beds of Scatter-site, long-term Supportive Transitional Housing designed for homeless single adults who have completed substance abuse treatment. A second round of Category F beds followed which added 75 more scatter site units and a 50 bed congregate facility. This closed out the RFP process for the OASAS Category F money.

In fiscal year 2011, NYS Office of Temporary and Disability Assistance (OTDA) transferred funding to OASAS so NY/NY III Category G unit (homeless families in which the head of



household suffers from a substance abuse disorder) could be developed. In November 2011, OASAS released a Request For Proposals (RFP) in the amount of \$1.875 million for Round One of the NY/NY III Permanent Supportive Housing for Homeless Families initiative. In January 2012, awards were issued to five provider agencies to operate and manage 75 units of NY/NY III Family (Category G) housing. The Executive Budget proposal for the State 2012-13 fiscal year identified \$1.5 million in the OASAS budget to continue this effort.

OASAS PSH Model

The NY/NY III PSH Programs provide Rental Subsidies up to HUD Fair Market Rental rates (based on the year of the RFP) in combination with wrap-around case management and employment services. OASAS has successfully used this program model; the outcomes of OASAS PSH are a testament to the overall success of the program. Over 90 percent of program participants remain in OASAS' Housing programs; significant relapse rates are less than 10 percent; 43 percent of participants are employed within one year of Program membership. Approximately 50 percent of participants have criminal justice histories.

The OASAS PSH program model has used primarily scatter-site, small cluster housing placements in the community. The provider agency holds the lease with a private landlord; the program participant signs a sub-lease and occupancy agreement with the housing provider. The occupancy agreement requires the client make contributions towards monthly rent, participate in a range of supportive services, and appropriate community involvement. Supportive services would be brought to the consumers on site by the case managers and employment counselors. To assist the participants that are employed, evening and weekend staffing coverage is expected.

Getting Your Project off the Ground

Once a NY/NY III contract has been awarded and executed, launching the project requires careful coordination of supportive services and housing. A number of parties may be involved in project startup, including: OASAS staff; awarded agency staff; shelters and supportive services providers; landlords or property managers; and other community agencies and organizations. Successful and timely implementation of a NY/NY III project depends on effectively organizing the efforts of all of these players. OASAS has one single-site NY/NY III Category F program and ultimately all Category G units are required to be located in a congregate site. It is OASAS' expectation that program implementation take up to six months.

This section discusses the initial tasks required to launch a NY/NY III project and ways to ensure that early implementation goes smoothly. These early tasks include:

- clarifying and coordinating the roles of the NY/NY III project partners;
- obtaining a staff member and location for the NY/NY III project to operate with;
- obtaining housing for NY/NY III participants;
- acquiring furniture and setting up units; and
- interviewing and selecting eligible participants

Coordination Among NY/NY III Partners

Most NY/NY III partners will have made preliminary agreements at the time of the application about their respective project responsibilities. However, once the NY/NY III contract has been



awarded, as part of the contracting process, OASAS and sponsor staff will review roles and responsibilities of each party in implementing the program.

Negotiate a Memorandum of Understanding

A Memorandum of Understanding (MOU) is a useful tool for establishing the respective roles of the parties involved in the NY/NY III project. The MOU should be jointly developed and signed by the contracted agency, any linkage service providers, and any partner agencies. It should include a management plan that outlines the responsibilities of the contractor and the sponsors. It should also include tenant selection criteria that identify the target population for the NY/NY III project and the requirements for tenancy.

Staffing and Location

Upon signature of the state contract the staff positions for the program should be recruited. The housing provider should identify a person with hiring authority to recruit potential candidates for the positions identified in the grant application. This program was set up with the intent of consumers being engaged and brought to their new apartment by their Case Manager.

Housing Units

Concurrently the housing agency needs to identify, rent and furnish the apartments for eligible residents to move into. Most NY/NY III housing is designed or started as a scatter site program that can be implemented quickly. Depending on the program, apartments will range from studio units up to three-bedroom units. These programs **do not** allow for SRO units or overcrowding as per NYC Department of Housing Preservation and Development (HPD) standards (appendix B page 27). All studio units should have both a kitchen and bathroom within the rental unit. Clustered units in a building up to 10 units are allowable, unless the project is proposed and awarded as a congregate/single site.

For new projects, unless the agency already owns or leases units, NY/NY III housing providers will need to locate property owners willing to lease individual units or clusters of apartments to the agency. The cost per unit can be up to the current Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) used in the RFP application and is valid for all the years of the contract. The HUD FMR listed by year can be found at <http://www.huduser.org/DATASETS/fmr.html> and is updated annually in October. Program budgets were based on rents from the FMR for the year the project was awarded; as the state contracts are for five year periods this should be kept in mind when renting units. All the leased units in OASAS housing programs **must** be leased in the contractor's name; a consumer cannot hold a direct lease with a landlord. When placing residents in units, it is important to be mindful of factors such as the children's schools and daycare needs or a resident's criminal justice history regarding any stipulations (i.e. Megan's Law, see Appendix C).

One of the requirements of the NY/NY III program is that the building and housing unit selected for each consumer is clean, in good repair, and free from any conditions that could be dangerous or unhealthy for the individual or family. It is possible that the building or apartment, while being decent housing, requires some repairs. If the repairs are made prior to occupancy, the housing may be acceptable for the program. Also in cases like this, payment of rent should not start until the unit is in a condition that allows for occupancy. The housing provider must inspect the housing and reserves the right to require further repairs or to reject the housing if it does not meet the standards of the program or if it has major deficiencies that the landlord does



not propose to correct. Housing used in this program must meet the Housing Quality Standards set forth by HUD in federal guidelines 24 CFR Section 982.401. An initial inspection report should be completed by the sponsor for each building and unit proposed for rental assistance using the *Housing Quality Inspection Checklist* (HUD form 52580 in Appendix B). Going forward each housing unit must also be re-inspected annually by the agency and all needed repairs must be made within 30 days of the inspection. (Please see Appendix B). If it is an agency-owned congregate or single site building, then the units and property must be inspected by an outside party.

Scatter Site and Congregate Site Selection

When working with landlords, realties, and brokers, it is important to keep the program participant in mind. Public transportation should be easily assessable and the resident should be able to get to social service providers, community resources, and court appointments. Amenities such as laundry, grocery, and shopping should also be conveniently located. For consumers who have physical disabilities, handicap accessible units (i.e. ramp at building entry, elevator buildings, and first floor apartments) should be located.

Scatter Site

From the management of the Shelter Plus Care and NY/NY III housing, OASAS has learned that realty agencies and property management companies can be an asset to not-for-profit companies when locating and setting up units of residence within the five boroughs of NYC. Broker fees are also a necessary evil of apartment location depending on the area of NYC in which the agency is looking to rent; it is important to be aware broker fees can cost up to 10 – 15 percent of the annual rent of a rental unit. It is important to locate and rent the apartments for the housing program during the start-up period of the contract so the provider agency does not have to find that money in the annual budget for these additional costs. Additionally the more units an agency rents from a landlord, the better a deal the broker/realty should give; bartering is an important skill in setting the broker fee.

Congregate/Single-Site Housing

For the Category G NY/NY III housing, the units for this initiative **MUST** ultimately be in a single site setting. The single site building may be owned by either the service agency or the housing agency. If the single site units for this program are part of a larger building, then it is required that the OASAS service agency have a Memorandum of Understanding or contract with the housing developer that commits the program apartment units for at least a 30 year lease. The collapse of the housing bubble in 2008 did not end the need for affordable housing, but unfortunately it has made it more difficult to finance affordable housing projects¹. Historically, OASAS has not made capital funding available for congregate site development, therefore, other sources of funding must be secured for rehabilitation or construction (i.e., Homeless Housing Assistance Program (HHAP) or HPD).

DIRECT APPROACH: If an agency already has a congregate/single site that it owns which is ready for occupancy or will be ready for occupancy within six months of a contract award, the agency can move the families directly to the single site building.

¹ The Urban Agenda. The New NY Agenda. Andrew Cuomo. 6th in a Series. Retrieved from http://www.andrewcuomo.com/system/storage/6/5b/2/1183/andrew_cuomo_urban_agenda.pdf



ALTERNATIVE, TWO-PHASE APPROACH: OASAS believes it is critical to move families from Tier II Family Homeless Shelters and residential programs that qualify as transitional homeless housing as soon as possible. OASAS will encourage agencies to use a two-phase approach to program development.

- Phase 1: For this phase the agency will lease scatter-site or small cluster rental apartments from private landlords in the neighborhood where the agency has control of an appropriate site for the capital development of a congregate site.
- Phase 2: The second phase is to give occupants of the scatter-site apartments first right of refusal to apartments in the new congregate building upon its opening for occupancy. Upon placement of occupants in the new congregate site, OASAS will reduce lease costs by approximately one-half (this is negotiable depending on type of agreement with landlord or debt-service). The reduced level of funding will be sufficient to support front desk and maintenance staff in the building, building maintenance and reserve funds set aside for repairs.

OASAS projects that, at least some families will have achieved full-time employment prior to the single site units being ready for occupancy and will be able to make a higher client contribution to their rent. This will allow the provider to continue to rent some of the scatter-site units for those participants who choose not to move to the congregate site, thus expanding the program's capacity.

Apartment Set-Up

The NY/NY III program includes funding for furniture for the units the agency is providing for the consumers. Furniture bought in bulk from wholesale dealers is a cost effective method of furnishing the units. This also should be done within the start-up period of the grant when there is funding specific to these expenses. All units are expected to have a bed(s), dresser(s), a suitable sized table and chairs, couch, coffee table, lights (if needed), blinds and basic cookware. A form is recommended for resident(s) signature that furniture is property of the program and is not to be taken with them when they move on. A welcome package consisting items such as sheets, pillow, comforter, shower curtain and towels is recommended. All the money in the start-up budget is time limited so it is important that the housing agency secure all the above during that period.

NYC Human Resources Administration (HRA) allows for an additional furniture allowance which should be used to set up personal needs of residents such as plates, more sheets, towels, cleaning supplies, etc. This money can be used as a daily living skills building exercise, and gives the resident some power in the set up of their new home.

Participant Eligibility

For a participant to be eligible for the OASAS NY/NY III Housing program, an individual must have a completed HRA 2010e certifying they are eligible for the population criteria set in the initial RFP for which the housing agency applied. The HRA 2010e form, the letter certifying acceptance for the specific category and all back-up that accompanies the 2010e (including Biopsychosocial) should be maintained in the client files.



Category F Target Population

Homeless single adults who have completed a course of treatment for a substance use disorder and are at risk of street homelessness or sheltered homelessness and who need long-term transitional supportive housing to sustain sobriety and to achieve independent living.

Category G Target Population

Chronically homeless families, or families at serious risk of becoming chronically homeless, in which the head of household suffers from a substance use/abuse disorder. A head of household with a co-occurring disorder may also be considered, as long as the primary disorder is substance use/abuse related.

General Definitions:

“At risk of street homelessness or sheltered homelessness” means having no subsequent residence identified and lacking the resources and support networks needed to obtain access to housing (would require written attestation by the treatment provider.)

“Chronically homeless” means anyone who has a disability and has been homeless for at least 365 days of the last two years, not necessarily consecutively.

“Chronically homeless family” means a family who has lived in a homeless shelter for at least 365 days of the last two years, not necessarily consecutively.

“Disabling condition” means a condition that significantly impairs an individual’s ability to function independently which results in a restriction of activities of daily living (ADL) and difficulties in self-care and maintaining social functioning.

“Family” means a household unit of more than one person, which may or may not consist of minor or adult children.

“Families at serious risk of becoming homeless” means families who have experienced frequent moves (more than two in the past year) and for whom the head of household meets three of the following five criteria:

- a. limited education – less than GED/HS diploma
- b. limited employment history – 6 months or less of employment over the last 24 months;
- c. is 25 or younger with children;
- d. has an episode of shelter stay of any duration within the past 24 months; or
- e. is currently or has been a victim of domestic violence within the past 24 months, as documented by a relevant service provider.

“Having completed a course of treatment” means successful completion/participation – as attested (in writing) by the provider – in one or more of the following substance abuse treatment programs: (1) residential treatment, or (2) outpatient treatment programs.

“HIV/AIDS” is evidenced by a diagnosis of HIV or AIDS, including non-symptomatic HIV.



“Medical condition” means a condition as evidenced by a diagnosis of:

- i. developmental disability
- ii. physical illness
- iii. mental illness (non-SPMI)

“Substance abuse disorder” means a maladaptive pattern of substance use leading to clinically significant impairment or distress, as manifested by one (or more) of the following, occurring within a 12 month period: recurrent substance abuse resulting in failure to fulfill major role obligations at work, school or home; recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use); recurrent substance related legal problems (e.g., arrests for substance related disorderly conduct); or continued substance abuse despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of use.

The programming goals for these individuals and families are to ensure housing stability in a safe and supportive environment; to improve family functioning and stability; to promote family health and wellness; and to enable participants to achieve the maximum possible recovery and integration into the community.

Proposers are advised that if the head of household originally qualifying the family for the supportive housing unit dies or moves out, the services funding for that unit will terminate while the operating subsidy will continue for a limited period of time. Upon such a change in the family composition, the contractor will work with the remaining family members to transition them to more appropriate housing so that OASAS service and operating dollars can be used to support a new eligible family in that building. Family members cannot inherit the apartments if the heads of household departs.

Documentation of chronic homelessness is established in one of the following ways:

A client is identified as meeting the above criteria based on his/her lodging history as contained in the Department of Homeless Services (DHS) Shelter Care Information Management System (SCIMS). Other emergency lodging history must be documented by a written attestation by an employee of the applicable agency and must be included as part of the supportive housing application.

An outreach team or drop-in program provides a written attestation that its staff has been working with a client for the period of time that satisfies the above criteria.

Combinations of shelter lodging history, street engagement, and/or documentation from HIV/AIDS Services Administration (HASA) will satisfy the above criteria. It will be the responsibility of the referral source to provide verifiable documentation of time spent in an institution and verifiable documentation of the homeless history prior to and subsequent to the time spent in an institution, as part of the application.

Interviewing and selecting eligible participants

The eligibility of an individual or family seeking housing under NY/NY III will be determined by HRA upon electronic submission of the supportive housing application (HRA 2010e) by someone acting on behalf of the potential resident(s) such as an outreach worker, case manager,



shelter or drop-in center staff, etc. DHS is responsible for placing approved applicants by sending NY/NY III housing providers a limited, but reasonable, number of eligible applicants from which they will be required to select tenants. The housing program staff can then interview the potential individuals and families for appropriateness for the program. OASAS expects there to be a ratio of three (3) applications for every unit.

Retention Strategies

Ensuring Participant Retention through Appropriate Services

Housing Specialists/Case Management

The overall responsibilities of housing specialists/case managers are to conduct ongoing strengths and needs assessments, identify an individual or family's natural supports, locate existing community resources, coordinate the individual/family services plans, and foster self determination in the residents. The role can be expanded at times to provide such supports as housing assistance, collaborations, counseling and coaching/mentoring. The elements that make up a case management position include: outreach/engagement, screening/assessment, planning, linkages, and monitoring/advocacy.

Effective case management should keep in mind the goals of helping, which are:

- Help individuals and families to become better at helping themselves in everyday life.
- Help individuals and families manage their life skill related problems more effectively.
- Develop unused and underused opportunities more fully.

Trauma Informed Services

Many persons who have experienced either homelessness or substance abuse or both have suffered other traumatic experiences, such as witnessing violence or being assaulted or abused themselves. Homelessness alone can be considered trauma; when an individual or family lose their home, they lose their sense of safety, security and control.

Trauma informed services are recommended for all housing populations. The U.S. Department of Veterans Affairs statistics show 27 percent of men who served in the military have experienced military sexual traumas. A study showed that trauma among mothers who have experienced homelessness is prevalent; statistics state 92 percent experienced severe physical and/or sexual assault in their lifetime. Numbers show experiences break out to be 25 percent random violence, 66 percent severe violence as children, and 43 percent sexual molestation as children². Men, women and children all react differently to trauma and can account for the varied responses given. Assuming the greater part of a case load has a history of trauma is an appropriate assumption to make, and by providing services in a trauma informed manner, the length of time a individual or family participates and overall program retention can be increased.

² Bassuk, E.L., Weinreb, L., Buckner, J., et al. (1996). The characteristics and needs of sheltered and low-income housed mothers. *JAMA*, 276(8):640-646.



Prevention Programs for Children

We know substance is often an inter-generational cycle. Children of parents with substance use disorders have a higher significance of developing substance abuse problems themselves. These children may have experienced placements in unsafe conditions, hazardous and chaotic living environments, violence and abuse (directly or witnessed), poor role models and poor supervision. Improved parenting reduces the risk and can help break the cycle; prevention services are strongly encouraged for all members of the household.

The start-up budget for Category G includes funds to purchase prevention services for children for the year. OASAS funds several prevention programs such as The Strengthening Families program in NYC, which are 14 week parenting classes that offer different classes for different age children. Because the availability of housing units for OASAS PSH has largely been found in the Bronx, and the Strengthening Families program is primarily in Brooklyn, OASAS puts no stipulations on the Parenting and/or Prevention programs a housing agency can choose. If programs need direction, local prevention programs can be found by searching the OASAS website at <http://www.oasas.ny.gov/preventionDirectory/index.cfm>. The Substance Abuse and Mental Health Services Administration (SAMHSA) also provides a Searchable Database of Evidence-Based Programs and Practices (EBP's) for the prevention of substance use and mental health disorders at <http://www.nrepp.samhsa.gov>.

Tracking Children Education

In OASAS' *Whole Family Approach*, ensuring and furthering education are priorities. It is common knowledge that low socioeconomic status directly correlates with high school dropouts. Dropouts on average are more likely to be unemployed or underemployed than high school graduates. Studies have shown that dropouts are more likely to commit crimes, abuse drugs and alcohol, become homeless, live in poverty and commit suicide³. Breaking the cycle is key; through case management services and linking to services, there is an opportunity for our programs to help do so. All programs serving children are required to secure MOUs with local schools and should have consents in place if needed, track absenteeism, and track child grades. If children manifest developmental disabilities, they should be linked to Learning Centers whenever possible.

Employment

The agency will assist program participants directly or through linkages, in accessing services and resources that will enhance the individual's ability to secure gainful employment, including educational opportunities, job readiness skills, vocational training, assistance with employment placement and retention.

Incentive Programs and Contingency Management

Motivational Incentives are used as a tool to facilitate recovery and enhance treatment. They target specific behaviors that are a part of a resident or family's service plan and celebrate the success of behavioral changes chosen by the resident with the case manager/therapist. Incentive programs can motivate residents through the stages of change towards the identified goal and are

³ Wolfe, I.S. (2011). <http://www.perfectlaborstorm.com/2011/workforce-trends/>



a reward to celebrate the change achieved. Researchers⁴ found that incentives help to build self-esteem and ego in patients, especially those who were traumatized and had a history of sexual abuse.

Contingency Management (CM) is a strategy used in treatment programs to encourage positive behavior change by providing reinforcing consequences when patients meet treatment goals and by withholding those consequences or providing punitive measures when patients engage in the undesired behavior⁵. For example, positive consequences can include receipt of vouchers that are exchangeable for retail goods, whereas negative consequences may include withholding of vouchers. The reinforcing or punishing consequences may be contingent on objective evidence of recent AOD use or on another behavior important in the treatment process, such as compliance with a medication regimen or regular clinic attendance. Often, clinicians implement CM procedures through written contracts that detail the desired behavior change, duration of intervention, frequency of monitoring, and potential consequences of the patient's success or failure in making the agreed upon behavior changes.

Additional Resources can be found at:

- www.drugabuse.gov
- www.attcnetwork.org/PAMI
- www.samhsa.gov
- www.ATTCnetwork.org
- <http://ctndisseminationlibrary.org/PPT/537.ppt#257.1>
- http://www.nattc.org/pami/PPT/PAMI_PolicyMakers.ppt#257.1.Successful

Other Best Practices

Separating Staff Responsibilities – Housing Related different from Client Service Delivery - An important indicator of success in the project is participant stability in housing. For participants, this requires complying with two sets of obligations. First, the participant must meet the conditions of the housing lease or occupancy agreement. These include but are not limited to paying rent, meeting housekeeping expectations, following program rules, and notifying the housing manager of any problems with the unit. Secondly, housing stability is linked to participation in appropriate services, usually under the supervision of a case manager. Under most circumstances, the housing manager should not be responsible for monitoring participation in services, nor should the case managers be overseeing lease compliance. Housing sponsors can intervene in cases of lease or occupancy agreement violations while the case manager provides support for the tenant, resolving any concerns that the client and landlord may have. Maintaining this separation between housing and social service delivery allows the respective housing and service providers to play to their strengths and better protect the interests of the client.

⁴ Kellogg, S.H., Burns, M., Coleman, P., Stitzer, M., Wale, J.B., Kreek, M.J. (2005). Something of Value: The introduction of contingency management interventions into the New York City Health and Hospital Addiction Treatment Service. *Journal of Substance Abuse Treatment*(28):57-65.

⁵ Higgins, S. T. & Nancy M. Petry, N.M. (1999). *Contingency Management: Incentives for Sobriety*. Retrieved from <http://pubs.niaaa.nih.gov/publications/arh23-2/122-127.pdf>



Charting and Documenting Resident Progress

Providing appropriate case management and supportive services is essential to helping program participants maintain housing stability and promoting progress toward greater self-sufficiency and independence. The documentation aspect is just as important to OASAS as is the actual service provided; without case notes documenting the services it is assumed no services are being rendered.

Residents' service needs may change over time, especially as they begin to stabilize in their housing. Ongoing assessment and re-evaluation are essential to meeting clients' needs. As noted above, creating multidisciplinary teams can aid with the tracking and monitoring of the clients, their progress and the services they receive. Regular case conferences to discuss the situation of individual clients can aid in making appropriate adjustments to the services they receive. Information sharing among case managers who all work with the same type of clients can help them revise service plans to set achievable goals with clients.

Among this very difficult to serve population, even the most basic tasks can be a measure of progress and should be viewed as a positive outcome of the program. For many tenants, examples of progress include remaining drug-free, maintaining housing stability, adhering to the terms of their parole/probations, attending school and earning different levels of education, working towards gainful employment, and their continued engagement in supportive services. These should be documented as progress for individuals and their families.

For **Category G** housing and families that have reunified a *whole family approach* should be utilized; this needs to be reflected in case notes and services plans. These programs must have a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start. The importance of tracking the children in the family is not just an OASAS prerogative but has also received federal recognition in Part C of the Individuals with Disabilities Education Act and McKinney-Vento education services.

Case Notes

Case notes should be written after each home visit and on-site visit conducted. Sessions should be scheduled for 30 minute blocks. Other contact with the residents should be recorded as well, but is not counted as a case management visit. Case notes should discuss information regarding the consumer's case, what services the individual and their family is receiving, if there are additional stressors they are experiencing, etc. A case manager is the first person who will recognize warning signs of stress, an inability to adjust to the community or reintegration, risks for relapse, etc. and this should be reflected in the chart documentation. Initially case notes will be more frequent as service needs and visits are more frequent; as the consumer adjusts, the notes will be less frequent, however, there must be a minimum of a case note per month documenting a home visit and an office visit.

Service Plans and Updates

Service plans should contain clear and attainable goals that the resident sets in conjunction with the case manager. The Service Plan should be completed 30 days after admission and should be reformulated annually from there. A review of the service plan with the consumer and progress update should take place quarterly. For Category G and reunified families in Category F, the Service Plans should focus on the whole family; there should be child specific goals too. **This**



can be done in a case note attached to the services plan and should be reflected in the regular case notes section.

Logs of Home Visits

A home visit log should be maintained for safety and accountability purposes. A log should be kept for each case manager documenting the site arrival time and departure time along with case manager and resident signature verification. This log is for documentation purposes, as well as resident and staff safety purposes. When OASAS staff conduct visits to the program they will match the log to the charts and make sure there are corresponding case notes.

Consents

As OASAS certified programs, agencies are aware of HIPAA confidentiality agreements; while in OASAS PSH, HIPAA must also be upheld. Consents should be signed up front for any potential contacts the case manager will need. These need to include the residents' Administration for Children's Services (ACS) workers, Parole or Probation Officers and the 'In Case of Emergency' contact person. Additionally, there should be consents for any services or programs the resident is attending or has been linked to.

Income Recertification

The NY/NY III program staff must reexamine participants' income at least annually and make any needed adjustments to the participants' rent contribution amount. The rent should be calculated initially using three (3) bi-weekly or six (6) weekly pay stubs, Supplemental Security Income (SSI) letter or the Public Assistance (PA) budget sheets; these documents should be kept on file along with the rent calculation worksheet. The participant may request an interim reexamination if there is a change in family composition (such as a family reunification, marriage or birth of a child) or a decrease in household income. Participants whose income increases during the year do not have to have their rent increased until the next scheduled (annual) reexamination. Additionally a participant's income should be recertified if the source of income changes (i.e., resident becomes employed and is no longer on PA or if a resident moves from PA to SSI).

To determine the appropriate rent payment for a participant, staff should complete a *Tenant Rent Calculation Worksheet* (see the **Appendix B**). For Families, the calculations are completed on a Household basis, so all sources of income for household members over 18 should be counted.

Tracking Supportive Services Delivery and Outcomes

The PSH program requires contractors to provide or link participants to support services that are reported in the contractor's Annual Status Report (ASR) to NYS OASAS. Contractors must also report participant progress in the project, including stability in housing, changes in skills and income, and changes in levels of self-determination. All of this should be contained in the client files as well.

As contractors, program providers must find efficient ways to collect and aggregate the information; both for meeting NYS OASAS reporting requirements, the NY/NY III annual survey conducted through DHMH, and for their own project and contract management purposes.



Program Administrative Responsibilities

This section clarifies features of contract administration for NY/NY III providers. There are a variety of administrative tasks associated with the program.

Programming Staff Responsibilities

HRA PACT System

As part of the NY/NY III agreement all agencies must report data on all program participants into the PACT System. This system tracks when an individual or family enters and leaves the housing program. HRA 2010e eligibility is also listed as part of the resident data and prevents applicants from being entered into the system without already being screened. HRA maintains this database and OASAS verifies the data quality on a monthly basis.

Collecting Annual Status Report Data

In addition to the documentation of services discussed in the last section, the OASAS ASR for NY/NY III requires information on project enrollments and departures, participant demographics, and participant outcomes (including length of stay in housing, changes in skills and income, and changes in levels of self-determination). Tracking and aggregating participant-level information on enrollments and departures, services received, and outcomes and goals achieved is a challenge, projects that do not have automated recordkeeping systems that allow easy aggregation. Efforts to improve the efficiency of data collection and tracking can save valuable time for all involved.

Overall Goals of NY/NY III Housing

OASAS is working hard to make all their housing programs not just Gold Standard programs and become a national model. As New York's alcoholism and substance abuse governmental authority, OASAS has a mission to help all New Yorkers struggling with addiction issues. We believe that safe, affordable housing and stable living-wage employment are fundamental to successful long-term recovery⁶. In the OASAS Housing vision it is through providers working with consumers to maintain stable housing, links to support services, community resources, mainstream benefits, and increasing skills the consumers' employability, and refrain from parole violations and/or re-offenses.

Maintain stable housing. Having a stable home is an important part of transitioning back into self sufficiency. Housing stability is one of the outcome measurements OASAS utilizes in the Gold Standard Initiative⁷. Many advocates representing all special needs categories mention housing and employment at the top of the list of needs for their consumers. Living on the street or in shelters means the homeless individual or family members may not have a fixed phone number or address to be contacted at by potential employers; the ability to maintain personal

⁶ NYS OASAS. (2009). *Housing Monograph*. Retrieved from: <http://www.oasas.ny.gov/publications/pdf/Addiction%20Homelessness%20and%20Permanet%20Supportive%20Housing%20Monograph.pdf>

⁷ NYS OASAS. Retrieved from: www.oasas.state.ny.us/GSI/BP/index.cfs



hygiene or wear clean, appropriate clothes for interviews or work may be compromised by shelter living⁸.

Link to community resources and support services: Substance abuse, mental health, health and other community based support services are very important for an individual and family when trying to integrate into the community. Extreme poverty can result in social exclusion. Individuals and families can be excluded and marginalized from participating in activities which are considered the norm for other people in society as a result of their inadequate income and resources⁹. Recovery Support creates social inclusion. A study showed that among homeless and “marginally housed” adults, prison time was associated with a higher risk of cocaine use, mental illness, and HIV infection¹⁰. The residents in the NY/NY III housing program are high needs groups and it is the programs’ responsibility to assess, provide or link the individual and their children to needed services and keep abreast of their participation in them.

Linkage of residents to mainstream benefits: While accessing mainstream benefits is central to stabilizing persons experiencing homelessness and stretching program resources as far as possible, conditions of homelessness, such as the lack of a permanent address and insufficient documentation, often make it difficult for homeless individuals and households to apply for and retain benefits.¹¹ These entitlement programs provide health insurance for the individual, head of household, and children, and cash assistance until the person can secure stable employment.

Increased Vocational and Employability Skills. Many individuals have difficulty in finding permanent, well-paid employment because they lack job-seeking experience, a work history, and occupational skills. An additional barrier for these residents is that many have child care issues or criminal justice histories which can cause employers to be wary of hiring them. Providing and/or linking the NY/NY III program participants to vocational, educational, and employment skills building programs increases the chances of a successful re-integration of the individual into society and the community.

Family Reunifications

OASAS understands that while in treatment or homeless incidence a tenant’s children may be residing with other family members and the parents would like to be reunited with their children. Family reunification is not just limited to women; fathers looking to reunite with their child can be considered too, although the majority OASAS expects to see is with the women program participants. **Upon OASAS approval** and once the program participant has settled into their new apartment and has re-acclimated to being in the community, and if the unit is the appropriate size for the child to return to their caregiver, a family re-unification can occur. There should be a policy on how the agency handles and approves family reunifications in the program’s Policy and Procedures Manual. OASAS will expect to see one during annual site visits.

⁸ Vera Institute of Justice. (December 2003). *Preventing Homelessness Among People Leaving Prison*. Page 3. Retrieved from: <http://www.vera.org/download?file=271/IIB%2BHomelessness.pdf>

⁹ National Action Plan for Social Inclusion, 2007-2016. Dublin City. *Social Inclusion: What is it?*

¹⁰ The American Journal of Public Health. (October 2005). *Prison Time Increases Risks for Homelessness*. Retrieved from: <http://medicalnewstoday.com/articles/31799.php>

¹¹ U.S. Department of Housing and Urban Development Office of Community Planning and Development (2009). *HUD’S Homeless Assistance Programs: Continuum of Care 101*. Page 39. Retrieved from: <http://www.hudhre.info/documents/CoC101.pdf>



Any program that is going to work with families must to have a certified ACS mandated reporter on staff and policies in place about child welfare and safety. Information about becoming ACS Mandated Reports is attached (Appendix C p. 59).

Computerize Client Information at the Sponsor Level

Program providers may also want to create a database or utilize an existing program to collect client information. For example, using a simple database program, a provider can create the necessary fields for client and housing unit information. Then, case managers can enter relevant data. This kind of database allows staff to track matching services provided and to identify housing units used for the NY/NY III program. Historically, programs that receive HUD funding and participate in the NYC Continuum of Care have found the Footholds AWARDS system to be effective.

Policy and Procedures Manual

During the set up of the NY/NY III program an agency based Policy and Procedures Manual should be compiled; OASAS Site Visits include a review of the manual as well. Within the manual OASAS expects to see how the agency handles admissions, discharges, and services. Additional policies that should be contained in this manual are for Grievances, Sexual Harassment, Tenants Rights, Termination, Safety Policies for Staff and Residents, Death, Emergency Protocol, Emergency Plan for unit residents' other than head of household, handling of Child Abuse/Neglect, Staff Training, etc.

Fiscal Responsibilities

Contract Payments and Claims

Funding will be distributed on an advance/reimbursement basis. Funding will be advanced quarterly at the rate of approximately 25 percent of the annual funding amount. OASAS agrees to pay the agency for actual expenses incurred in the provision of services under this contract, according to the approved budget(s) contained in *Appendix B* of the NYS contract and upon the submission of the required OASAS claiming documents specified below:

- **Mid-Year Claim:** New York State Consolidated Fiscal Report (CFR), Form numbers CQR-1.1 and CQR-1.2
- **Final Claim:** New York State Consolidated Fiscal Report (CFR), Form numbers DMH-2 and DMH-3

Completed claims are to be mailed to the designated payment office:

Office of Alcoholism and Substance Abuse Services
Bureau of Financial Management
1450 Western Avenue
Albany, New York 12203

Failure to submit timely claims will result in the withholding of subsequent advances.

Additionally all back-up documentation for all claims submitted, including documentation for reimbursement for administrative costs should be maintained on site. All claims for the contract year *must* be submitted to OASAS within 60 days of the end of the contract period.



Client Outcomes Continuum

The purpose of NY/NY III is to provide housing to homeless individuals and their families who are impaired by their substance use. There are a variety of reasons clients move out of the program and these are some of the outcomes that can be expected. Beyond the goals OASAS has for the program, as addressed in the goals section, attaining self-sufficiency is the ultimate goal for program participants.

Moving to Unsubsidized Housing

With the aid of staff and support services providers will find that some participants reach a point where they are ready to move beyond what is provided through the PSH program. For people with chemical dependencies, once they have been stabilized and are well into recovery, alternative sources of permanent housing may be more appropriate or preferred. Moving individuals and families on into alternative housing over time increases their progress toward self-sufficiency and opens up rental assistance to new participants. The goal of NY/NY III is to aid the participants in increasing their skills and gaining financial self sufficiency.

One challenge to program providers is to find suitable sources of affordable housing beyond the program. The good news is that a number of housing providers across the country have found ways of securing permanent housing beyond subsidized housing programs. This has been accomplished through the formation of linkages with public housing authorities, city and state agencies, and turn-key agreements. Turn-key is a way to move from subsidized to unsubsidized without needing to move (in scatter site programs only). The process is worked out with the specific landlord so that the client takes over the responsibility for the lease and becomes the one who signs it instead of the provider. Applying for Section 8 vouchers is also another way to obtain unsubsidized apartments. There are usually long waiting lists and possible freezes on vouchers; therefore, if this is the route to be taken, an application should be completed when the service team feels there is potential for self-sufficiency. Also for the Section 8 program, prior felony convictions can restrict eligibility. Agencies with little housing experience tend to draw on the housing already available in the community; while more experienced agencies may decide to build their own housing.

Long Term Program Participation

For some participants and their families, the housing provided by NY/NY III in combination with ongoing supportive services may be the best solution to keeping them in stable housing. These program participants will be long-term residents and will never be able to transition on to unsubsidized housing; the goal with these participants is to function at the highest level of which they are capable. These long-term participants will continue to gain skills and work on long-term recovery and increase their income. For families, it needs to be specified that the housing is for the Head of Housing only and there are no generational successions rights to spouses, siblings or children. The parents must have a plan in place for dependents in case of occurrences such as incarceration, treatment over three months, or death.

Individuals in Need of More On-Site Supervision

Some projects will recognize that the supportive housing provided under NY/NY III may not be appropriate for all homeless people with disabilities, and some clients may require a higher



degree of support in order to remain in housing. For example Section 811 buildings for people who required alternative permanent housing can be referred to. (The Section 811 program is a HUD housing production program that funds the development of affordable housing and on-site supportive services for low income people with disabilities.)

Conclusion

All OASAS state funded housing programs will receive annual site visits conducted by the OASAS Housing Bureau Staff. If you follow this guide, your program will be prepared and ready for all visits. Additionally, the OASAS Housing Bureau Staff will be available to every provider agency and their staff to provide technical assistance. OASAS considers all housing agencies partners in breaking the cycle and reducing homelessness and recidivism and helping individuals and families in need become emotionally and economically self sufficient.



Appendix A – Client Chart Set-up

Sample copies of the forms are provided in this manual for your convenience, however, all changes/updates to the forms will be found on the OASAS website.

Intake Information:

- DHS referral form and all attachments (*including 2010e & Biopsychosocial with DSM-IV-TR codes*)
- [Participant Intake Form](#)
- [Annual Participant Occupancy Agreement](#) (initialed, signed & dated)
- In Case of Emergency Contacts and Family Plan

Apartment Information:

- [Current and Past Agency Leases with Landlord](#) (signed, dated)
- [Annual Sub-Leases with Tenant](#) (signed and dated) – *must include all family members residing in the unit*
- [Initial Housing Quality Standards Inspection](#)
- [Annual Housing Quality Standards Re-inspections/Updates/Repairs](#)

Service Plan and Quarterly Updates:

- Participant Service Plan Form – *for Category G the family members must be included in this*
- Quarterly Goal Reviews

Progress Notes:

- Participant Progress/Case Notes (newest on top, oldest on the bottom)
- Incident Reports regarding behavioral or legal issues

Financial Information:

- [Initial Tenant Rent Calculation Worksheet and Income Verification](#)
- [Annual Tenant Rent Calculation Worksheet and Income Verification](#)
- Miscellaneous information about financial obligations, such as child support, credit card debts, loans, etc.

Releases:

- Consent for next of kin and in case of emergency contacts
- Release and consent forms
- Release of Information as needed (i.e. DSS, doctors, therapists, other human resource agencies, etc.)

Family Information: (for Category G and reunifications in Category F)

- Information on the child/children—*including school attendance, medical, service needs, etc*
- ACS paperwork

Correspondence:

- Correspondence to or from participants – *including rent arrears letters*
- Correspondence to or from outside parties

All information is required



Appendix B - Administration Forms and Resources

(Most forms can be found at: www.oasas.ny.gov/housing/provider/NYNYIIIForms.cfm)

HRA 2010e with backup documentation [Required form – not included below]

NY/NYII Rental Assistance Intake Form ([PAS-109H](#)) [Required form]

Sample Annual Participant Occupancy Agreement ([Word Version](#))

- **Occupancy Standards for Housing Unit**

Sample Supportive Services Plan(s)

NY/NY III Housing Tenant Rent Calculation Worksheet ([HUD Worksheet](#))

Tenant Rent Calculation Instructions

Housing Quality Standards Inspection Form ([HUD-52580](#)) [Required form]

- **Inspecting for Lead-based Paint Hazards**
- **DHCR-ORA Fact Sheet #25 – Window Guards**
- **NYC Housing Authority – When an Apartment Fails Inspection**
- **Information on Bed Bugs**

Sample Lease Agreement ([Word Version](#))



This form can be completed online or printed by going to <http://www.oasas.ny.gov/mis/forms/pas/PAS-109H.pdf>.

**New York State Office of Alcoholism and Substance Abuse Services
New York / New York III Rental Assistance Intake Form**

Demographics

Last Name: _____ First Name: _____ M.I.: _____
 SSN: _____ I.D. Provided: _____ Not Available
 Alias: _____
 Age: _____ Date of Birth: _____ Gender: Male Female Transgender Other
 Race: Alaskan Native American Indian Asian
 Black or African American White Other
 If of Hispanic/Latino Origin:
 Puerto Rican Mexican
 Dominican Other Hispanic/Latino Hispanic, not specified

Preferred Language

Arabic French Japanese Sign Language Chinese Greek
 Portuguese Spanish English Russian Hindi Other
 Language spoken: _____ Language Read: _____
 Religion/Spiritual Orientation: _____
 Veteran: No Yes, Dates of service: _____ Type of Discharge: _____

Current Living Situation

In a shelter Your own house or apartment
 On the street/No regular place Someone else's house or apartment
 Treatment program Group Residential Setting
 In a rooming house/SRO Subsidized Housing
 Hospital Other (specify): _____

How long had you been living there? _____
 Can you return? Yes No (specify): _____
 Did you feel safe in that living situation? Yes No (specify): _____
 Homeless History (describe): _____

Do you have H. A. # (Homeless Assistance Number) from a New York City Shelter?
 Yes - (enter number): _____ No N/A

Marital Status Never Married Married Living as Married
 Separated Divorced Widowed

Children:

| Name | Age | Social Security No. | Living with me | | School/Work Information | Disabilities/Special Needs |
|------|-----|---------------------|------------------------------|-----------------------------|-------------------------|----------------------------|
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |

Open ACS Case: No Yes Number of children living in foster care: _____
 Number of children living with relatives: _____ Number of adult children (over 18): _____
 Family re-unification plans in the future (if any): _____
 Does the applicant have any child support obligations? No Yes (specify below): _____



New York State Office of Alcoholism and Substance Abuse Services
New York / New York III Rental Assistance Intake Form

Substance Abuse/Use/History - Use in the last 12 months:

| Chemical Dependency & Problematic Use | | | | |
|--|-------------|--|---------------|----------|
| <input type="checkbox"/> No Use <input type="checkbox"/> No IV Drug use | | Codes: Route of Administration: 1 = Oral 2 = Smoking 3 = Inhalation 4 = Injection 8 = Other Frequency: 1 = 1-3 times/month 2 = 1-2 times/week 3 = 3-6 time/week 4 = Daily | | |
| Alcohol/Chemical | Admin Route | Frequency | Age First Use | Last Use |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Substance Abuse/Use/History - Use beyond the last 12 months:

| Chemical Dependency & Problematic Use | | | | |
|--|-------------|--|---------------|----------|
| <input type="checkbox"/> No Use <input type="checkbox"/> No IV Drug use | | Codes: Route of Administration: 1 = Oral 2 = Smoking 3 = Inhalation 4 = Injection 8 = Other Frequency: 1 = 1-3 times/month 2 = 1-2 times/week 3 = 3-6 time/week 4 = Daily | | |
| Alcohol/Chemical | Admin Route | Frequency | Age First Use | Last Use |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Symptoms of dependency reported in current or past use description:

- Increasing tolerance for alcohol/chemical use? No Yes
 Drinking alcohol/uses chemicals to relieve/avoid withdrawal? No Yes
 Spending a lot of time seeking/using/recovering from use? No Yes
 Use has interfered with social, occupational, or recreational activities? No Yes
 Has felt an inability to cut down, control, or eliminate use? No Yes

Chemical Use Indicators/Risk Factors:

- History of Blackouts: No Yes Last Occurrence: _____ Unsure
 History of Seizures: No Yes Last Occurrence: _____ Unsure
 History of DT's: No Yes Last Occurrence: _____ Unsure
 History of Overdose: No Yes Last Occurrence: _____ Unsure
 # of OD's: _____ Drugs: _____
 Child of Alcohol/ Substance Abuser: No COA COS Both

Treatment History

| Admission Type: <input type="checkbox"/> No Prior <input type="checkbox"/> Past <input type="checkbox"/> Current (If Past/Current, complete grid starting with recent episode) | | | |
|--|----------|--------------------|---------|
| Modality Type: Detox, KEEP, MTP (Methadone Treatment), O.P – Clinic, O.P – Rehab, Residential | | | |
| Facility/Program | Modality | Dates of Treatment | Outcome |
| | | | |
| | | | |
| | | | |
| | | | |



**New York State Office of Alcoholism and Substance Abuse Services
New York / New York III Rental Assistance Intake Form**

What lead to relapse after past treatment episodes?

Has individual participated in AA, CA, MA, NA or other self-help groups?

No Yes -- Past Last 30 days

If yes, indicate type of group, frequency, date of last attendance:

Education

Highest level of education:

8th Grade 9th Grade 10th Grade 11th Grade High School Diploma
 GED Some College Bachelors Graduate Technical Certificate
 Other:

Financial Resources

What was applicant's source of income and benefits received prior to incarceration? (Please check all that apply)

| Source of Income | Past | Currently Receiving | Application Pending |
|------------------------------------|--------------------------|--------------------------|--------------------------|
| Salary | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cash assistance (welfare, PA, etc) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SSI / SSDI | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Unemployment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Veterans Benefits | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| None | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If received/receiving SSDI, what is the Qualifying Diagnosis?

Employment History

Was applicant employed prior to incarceration? Yes No

If yes, what type of employment:

Types of jobs held in the past:

Longest length of time employed in one (1) job:

Was applicant too young at incarceration to have a formal employment history? Yes No

Mental Health History

Mental Health History: No Yes

Diagnoses (please list):

Suicidal Ideation: No Present Past

Homicidal Ideation: No Present Past

Ever experienced Hallucinations: None Auditory Visual Tactile

Ever experienced Delusions: None Grandiose Persecution Somatic Other

Psychiatric Medications (if any, please list):

Does the applicant report previous medical conditions? No Yes

If yes, indicate condition(s), and if treated, provider, date of last visit and medications:

Is this medical condition acute and/or likely to interfere with applicant residing independently?

No Yes (specify):

Has the individual been tested for HIV? No Yes – Date: Result:

If individual tested positive, are they currently receiving primary medical care? Yes No

Related medication(s):



New York State Office of Alcoholism and Substance Abuse Services
New York / New York III Rental Assistance Intake Form

Criminal Justice History (if applicable)

Previous Arrest History/Convictions: (Charge, Year, Dispositions, Time Served, County) [Attach DCJS Criminal History Report or RAP Sheet]

If client has a sex offense on record, is he/she aware of the requirement to register at the local precinct wherever they move and they cannot live in proximity to any school or childcare facility as per Megan's Law?

Yes No Education Provided

Charge(s) that resulted in most recent prison/jail term: _____

Length of Sentence: _____ Release Date: _____ Msd Felony

Parole or Probation and Conditions: [Attach conditions of release instead if available]

Assigned Parole/Probation Officer: _____

Address: _____ Phone: _____

Length of Parole/Probation: _____ County: _____

Do you understand and agree to sign a consent form for information sharing between parole/probation and the program? Yes No

Do you have an attorney? Yes No If yes, Name: _____
Phone: _____

Are you willing to sign a consent form to allow the program to contact the attorney if the need arises while you are a resident? Yes No

Are you currently involved in other civil and/or family legal situations? No Yes (specify below):

The Applicant certifies they are aware this program is a Supportive Housing Program with Case Managers who need consents signed for all important contacts and do a minimum of monthly home visits. Yes No

I certify that all of the information included in this application is true and correct.

Applicant Name: _____

Signature: _____ Date: _____

The following documentation should be included with this form:

- Signed Release of Information form
- HRA 2010e form
- Birth certificate(s) (or verification of birthplace/date from Social Security, proof of application from HSA/DSS for copy of birth certificate, or driver's license)
- Award letter for SSI/SSDI from Social Security Administration, budget from HSA/DSS, or other documentation of income (pay stubs, etc.)



New York State Office of Alcoholism and Substance Abuse Services
New York / New York III Rental Assistance Intake Form

[For official agency use only]

Is candidate appropriate and eligible for NY/NY III Housing? Yes No

Program type accepted for:

Category F
Category G

Program Admission Date:

Agency Staff accepting resident:

(Print Name)

(Signature)



New York / New York III Categories F & G Sample Participant Occupancy Agreement

Word Version available at www.oasas.ny.gov/housing/provider/documents/Sample-NYNYIIIPOA.doc.

As a participant in the _____ (Provider) NY/NY III Category F/G program, I _____ (the Tenant) understand that the monthly rent for _____ (apartment address) is \$_____ and that I am responsible for paying \$_____ towards the cost of the rent; this represents 30% of my monthly income or 100% of the shelter allowance that I am entitled to receive, whichever is higher. I understand that my rent contribution may be subject to change if there are changes in my monthly income; family composition, or to the extent of exceptional medical or other unusual expenses, in accordance with the NY/NY III established criteria.

I also agree to abide by the following program requirements:

1. _____ I will not abuse alcohol or other substances and will only take prescribed drugs as recommended by my physician. I will work on establishing and strengthening my recovery, and utilize my housing specialist as support, in this process.
2. _____ I agree to develop an Individualized Service Plan with my Case Manger and agree to work on achieving the goals that I have set and to participate in all supportive services indicated in my Plan. If I am in Category G, I understand my Service Plan will have a whole family focus and include my children.
3. _____ I agree to pay my portion of the rent in full and on time monthly. I understand there may be a late charge attached with any overdue rent payment.
4. _____ I agree to report any changes in my or my family's income promptly to (provider) and agree to participate in an annual income review.
5. _____ I agree to meet with my Case Manager/Counselor at least monthly at a mutually agreeable time.
6. _____ I agree to abide by all terms of the lease for the apartment in which I reside.
7. _____ I agree not to engage in any illegal activities while participating in the NY/NY III program.
8. _____ I understand that if my treatment provider recommends inpatient care, my apartment will be held for a maximum of 90 days, provided that my portion of the rent is paid and if circumstances permit.
9. _____ I agree that no long-term guests will be allowed to stay in my apartment without the prior written permission of (provider). [NOTE: Long-term guests are defined as anyone except a tenant staying overnight more than two nights.]
10. _____ I understand that a plan must be in place for all family members living with me in case of emergency. This program is not responsible for the placement of children if the head of household goes into treatment; nor is this rental assistance transferrable to any member of the family.



11. _____ I agree that any child under 18 residing in this unit under my guardianship is required to be enrolled in and regularly attend school. I understand this program is mandated by the state to track the education of minors.
12. _____ I understand consents for emergency contacts, treatment programs, parole/probation, ACS, medical, etc. are required by the housing program. I agree to sign all appropriate release forms.
13. _____ I agree that, before terminating my occupancy of the apartment, I will give (provider) 30 days written notice. I understand that (provider) will give me 30 days written notice -- containing a clear statement of reasons for termination -- before they terminate the agreement. (Provider's) decision to terminate this agreement can be appealed. During the review process, I will have an opportunity to present written or verbal objections before a person other than the person (or subordinate thereof) that made or approved the termination decision. Prompt written notice following the final decision will be provided to me.
14. _____ I understand my apartment will receive a complete Housing Quality Standards (HQS) inspection annually and all necessary repairs in the interim should be reported and addressed.
15. _____ I understand the (provider) must retain a set of keys to my unit to be used in case of emergency. If (providers) is unable to access my unit in such cases, I understand I am responsible for the cost of the locksmith.
16. _____ I agree to participate in a final apartment walk-thru with my case manager at program termination to review any damages the unit may have incurred under my residency. I will return the apartment keys at this time.
17. _____ I have received a copy of this agreement and understand that failure to comply with any of its terms may result in my termination from the NY/NY III program. I have initialed each item to signify my understanding of and consent to each condition.

This agreement will take effect on the date of the signatures indicated below and expires one year from that date, unless prior written notice is provided by either participant or (provider).

Agency Staff: _____ Title: _____ Date: _____

Resident: _____ Date: _____

Witness: _____ Date: _____

Family members to reside in unit:

| Name(s): | Age(s): | Income Source towards rent: |
|----------|---------|-----------------------------|
| _____ | _____ | type(s): _____ |



Occupancy Standards for Housing Unit:

NYC Dept. of Housing Preservation and Development
Housing Choice Voucher (Section 8) Administrative Plan September 1st 2011

7.3 Housing Choice Voucher Subsidy Standards

| Family Composition Examples (For this purpose, "Couple" will be taken to mean either a married couple or two adults in an interdependent relationship. "Grandparent" can mean either a single grandparent or a grandparent couple). | 1BR | 2BR | 3BR | 4BR | 5BR |
|---|------------|------------|------------|------------|------------|
| Single person or couple | X | | | | |
| Single parent, one child younger than 4 years of age | X | | | | |
| Single person, live-in aide | | X | | | |
| Single parent, one child age 4 or older | | X | | | |
| Single parent, two children younger than 4 | | X | | | |
| Single parent, one child younger than 4, one child age 4 or older | | X | | | |
| Single parent, two children age 4 or older of the same gender | | X | | | |
| Single parent, two children age 4 or older of different genders | | | X | | |
| Single parent, one boy age 4 or older, two girls age 4 or older | | | X | | |
| Single parent, two boys age 4 or older, two girls age 4 or older | | | X | | |
| Single parent, child age 4 or older, grandparent | | | X | | |
| Single parent, three boys age 4 or older, two girls age 4 or older | | | | X | |
| Single parent, three boys age 4 or older, two girls age 4 or older, adult son | | | | X | |
| Single parent, three boys age 4 or older, three girls age 4 or older, adult son or daughter | | | | | X |
| Couple with one child | | X | | | |
| Couple, two children younger than 4 | | X | | | |
| Couple, two children age 4 or older of the same gender | | X | | | |
| Couple, two children age 4 or older of different genders | | | X | | |
| Couple, two children of different genders, one age 4 or older, one younger than 4 | | | X | | |
| Couple, two boys, one girl | | | X | | |
| Couple, two boys, two girls | | | X | | |
| Couple, grandparent, two children younger than 4 | | | X | | |
| Couple, grandparent, two children age 4 or older of the same gender | | | X | | |
| Couple, grandparent, two children age 4 or older of different genders | | | | X | |
| Couple, three boys age 4 or older, one girl | | | | X | |
| Couple, three boys age 4 or older, two girls age 4 or older | | | | X | |
| Couple, three boys age 4 or older, two girls age 4 or older, adult son | | | | X | |
| Couple, two adults age 25 or younger of the same gender | | X | | | |



**Goal, Objective, and Service
Completion Date:**



| Goal | |
|--|---|
| Goal Start: | . |
| Category: Housing: Retention | . |
| Assessment Statement / Rationale for Goal : | . |
| Collateral Input: | . |
| Review of Progress / Goal Achievement: | ----- NO GOAL PROGRESS EVALUATION MADE ----- |
| Goal Outcome: | <i>Not Evaluated Goal Continued</i> |
| Short Term Objective and Service of Goal | |
| Objective: | . |
| HSP Service: | . |
| Objective Outcome: | <i>Not Evaluated Service Continued Service Start:</i> |
| <hr/> | |
| Objective: | . |
| HSP Service: | . |
| Objective Outcome: | <i>Not Evaluated Service Continued Service Start*</i> |
| <hr/> | |
| Objective: | . |
| HSP Service: | . |
| Objective Outcome: | <i>Not Evaluated Service Continued Service Start:</i> |
| <hr/> | |

https://www.footholdtechnology.com/parser.php?ispset.php_RUN=38795&chartre... 2/9/2009



Consumer Comments

Client:

_____ Date: ___/___/___

Case Manager:

_____ Date: ___/___/___

Supervisor:

_____ Date: ___/___/___

Training Case Management

https://footholdtechnology.com/parser.php?ispset.php_RUN=38795&chartre... 2/9/2009



To ensure accuracy, use of the Excel version of the below
Tenant Rent Calculation Worksheet is **preferred** and is available at:
www.oasas.ny.gov/housing/provider/documents/HUD-RentCalcWorksheet.xlsm.

OASAS NY/NY III Housing Tenant Rent Calculation Worksheet

Name _____ Date Form Completed _____

Apartment Address _____

1. Income. (as described in section 4a) (1) _____
2. Income exclusion.
(as described in section 4b) (2) _____
3. Annual Gross Income.
(line 1 minus line 2) (3) _____

Calculation of Adjusted Income:

Dependent Allowance

4. Number of Dependents, i.e., number of family members,
(other than head or spouse, or the person determined
to be important for the care of the eligible person) who
are under 18, disabled, handicapped or full-time students. (4) _____
5. Multiply line 4 by \$480. (5) _____

Child Care Allowance

6. Enter anticipated unreimbursed expenses for care of children
age 12 and under which will allow a household member to work
or pursue education. It may not exceed the amount of income
from such work. (6) _____

**IF RESIDENT DOES NOT HAVE HANDICAPPED ASSISTANCE EXPENSES AND HEAD OF
HOUSEHOLD, SPOUSE, OR SOLE MEMBER IS NOT HANDICAPPED, DISABLED, OR AT LEAST 62
YEARS OF AGE, SKIP TO NUMBER 15.**

Handicapped Assistance Allowance

7. Handicapped assistance expenses. (7) _____
8. Multiply line 3 by 0.03. (8) _____
9. Subtract line 8 from line 7. (9) _____
10. Amount earned by family members which was dependent
upon the handicapped assistance expense. (10) _____
11. Enter the lesser of lines 9 and 10.
This is the handicapped assistance allowance. (11) _____



IF HEAD OF HOUSEHOLD, SPOUSE, OR SOLE MEMBER IS 62 YEARS OF AGE OR OLDER, HANDICAPPED OR DISABLED, COMPLETE ITEMS 12-13; OTHERWISE SKIP TO NUMBER 15.

Medical Expenses and Elderly or Disabled persons Family Allowance

12. Medical expenses. (12) _____

13. If line 9 is > 0, enter the amount from line 12; otherwise, add lines 7 and 12 and subtract line 8. (13) _____

14. Elderly or disabled family allowance. Enter \$400. (14) _____

Adjusted Income

15. Total income adjustments. Add lines 5, 6, 11, 13, and 14. (15) _____

16. Adjusted Income. Subtract line 15 from line 3. (16) _____

Resident Rent Determination

17. 30% of Adjusted Monthly Income. Divide line 16 by 12 and multiply by 0.3 (17) _____

18. 10% of Monthly Income. Divide line 3 by 12 and multiply by 0.1 (18) _____

19. Welfare rent, if applicable. (19) _____

20. RESIDENT RENT. Enter the largest of lines 17, 18 and 19. (20) _____
[However, refer to section 3.a. (4) for information on P.L. No. 104-99, minimum rent of \$25 to \$50.]

IF THE RENT INCLUDES UTILITIES STOP HERE, OTHERWISE PROCEED TO NUMBER 21.

Determinations of Resident Rent for Units Where Utilities are not Included in Rent

21. Utility Allowance. (21) _____

22. RESIDENT RENT. Subtract line 21 from line 20 (22) _____

23. UTILITY REIMBURSEMENT. (If the amount on line 22 is less than 0, change the minus to a plus. This is the amount that must be paid to the resident as a utility reimbursement.) (23) _____



Tenant Rent Calculation Instructions

1. Calculating Rent Payments/Worksheet.

- a. Resident Rent. To determine the appropriate rent payment, the following steps should be taken:
- (1) Calculate 10 percent of monthly gross income. Determine whether the resident has income. The types of income listed in section 4a include the most common sources. Exclude any income that is from a source listed in section 4b. Total all eligible income to determine annual gross income, divide by 12 to determine monthly income, and then multiply by .1 to get 10 percent.
 - (2) Calculate 30 percent of monthly adjusted income. Deduct the items listed in section 5 from the resident's annual gross income to determine annual adjusted income, divide by 12 to determine monthly adjusted income, and multiply by 3 to get 30 percent.
 - (3) Determine whether the conditions are present to consider a welfare rent, and if so, determine the amount. If the resident receives public assistance and you are unsure whether a welfare rent applies, check with the HUD Field Office's Public Housing Division or the closest Public Housing Agency.
 - (4) Determine which of the above three items is highest. This is the amount of total resident payment, except for SHP. For SHP, the recipient may allow residents to pay a lesser amount, or no rent, if it so chooses. However, for SRO and SRO of S+C, Public Law No. 104-99, requires that in Fiscal Year 1996, the total tenant payment (TPP) must be the greatest of: 30 percent of family monthly adjusted income; 10 percent of family monthly income; or, \$25 or a higher minimum amount set by the housing agency up to \$50.
- b. Worksheet. An optional worksheet is attached (See Attachment B) which can be used to perform the four steps specified above. The worksheet begins with annual gross income.

2. Determining Annual Gross Income.

- a. Income that must be included. For purposes of determining resident rent, annual gross income is the total income of all family members, excluding any employment income of children under age 18, from all sources anticipated to be received in the 12-month period following the effective date of the income certification. As noted below, with respect to minors, income other than that from employment must be included. Please note that in S+C, unrelated persons can constitute a family and that the income of all adults living in the unit must be included in annual gross income. The information in section 4a and 4b is contained in 24 CFR 813.106, Annual Income, Interim Rule published in the Federal Register on April 5, 1995 (60 FR 17388). Annual gross income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump sum payment for delayed start of a periodic payment, but see section 4b(3) below;
 - (3) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see section 4b(3) below);
 - (4) Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (e.g., Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), and general assistance available through state welfare programs);



- (5) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- (6) Net income from the operation of a business or profession;
- (7) Interest, dividends, and other net income of any kind from real or personal property;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces, except special hostile fire pay.

b. Income that must be excluded. Annual gross income does not include:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see section 4a(3) above);
- (4) Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide as defined in Sec. 813.102;
- (6) The full amount of student assistance paid directly to the student or to the educational institution;
- (7) Amounts received under training programs funded by HUD;
- (8) Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS); or
- (9) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (10) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- (11) Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;
- (12) Temporary, nonrecurring or sporadic income (including gifts);
- (13) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (14) Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
- (15) Adoption assistance payments in excess of \$460 per adopted child;
- (16) Deferred periodic payments of SSI income and social security benefits;
- (17) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (18) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- (19) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937.
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));



- (b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 , 5058);
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626);
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (f));
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
- (g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L. 94-540, 90 Stat. 2503-2504);
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary Of Interior (25 U.S.C. 117);
- (i) Scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu);
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056(f) 1 ;
- (k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); and
- (l) Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Stat. 1785) ;
- (m) Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment;
- (n) Payments received as AmeriCorps Living Allowances (29 U.S.C. Sec.1552);
- (o) Payments received under WIC-Supplemental Food Program for Women, Infants, and Children;
- (p) Payments received under the National School Lunch Program (42 U.S.C. 175-176);
- (q) Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778);
- (r) Payments received under the Child Care Block Grant Act of 1990.

3. **Determining Annual Adjusted Income.**

Annual adjusted income is determined by deducting from annual gross income the items listed below. Attachment B is a worksheet intended to help you make these calculations.

- a. \$480 per Dependent. \$480 must be deducted for each dependent. Dependents include household members who are under 18, handicapped, disabled, or full-time students, but not any of the following: the family head, spouse, or foster children or, in the case of S+C, the person determined to be important to the care or well being of the eligible person.
- b. Reasonable Child Care Expenses anticipated during the period for children 12 and under that enable a household member to work or pursue further education are deducted. The amount deducted for child care to enable a person to work may not exceed the amount of income received from such work. In addition, child care expenses may not be deducted if the individual is reimbursed for these expenses.
- c. Handicapped Assistance Allowance. The handicapped assistance allowance covers reasonable expenses anticipated during the period for attendant care (provided by non-household member) and/or auxiliary apparatus for any handicapped or disabled household member that enables either that individual or another household member to work. The amount of expenses that exceeds three percent of annual gross income is deducted; provided the resident is not



reimbursed for the expenses and the expenses do not exceed the amount earned by adult household members as a result of the handicapped assistance.

- d. **Medical Expenses of Elderly or Disabled Residents.** The amount that may be deducted for anticipated medical expenses not covered by insurance or unreimbursed generally equals the amount by which the sum of handicapped assistance expenses, if any, as described in section 5 c. above, and medical expenses exceeds three percent of annual gross income.
- e. **\$400 per Elderly or Disabled Family.** This allowance is provided to any family whose head of household, spouse, or sole member is at least 62 years old or is handicapped or disabled.

4. Review of Income.

In order to determine the correct rent payment, residents' income must be reviewed in those programs listed in section 1 where rent is to be collected. Their income must be reexamined at least annually. In addition, if there is a change in family composition (e.g., birth of child) or a decrease in the resident's income during the year, an interim reexamination may be requested by the resident and the resident rent adjusted accordingly. Residents who receive an increase in income need not have their rent increased until the next scheduled (annual) reexamination.

In those programs where rent is required, each resident must agree to supply such certification, release, information, or documentation as the recipient judges necessary to determine the resident's income. Recipients should use discretion in developing income determination procedures. Self-declaration may be used only if there is no other means of verification available.

5. Accounting for Rental Income.

Accurate financial records must be maintained. Recipients must appropriately document amounts of rental income collected from residents and the method used to determine those amounts. If the worksheet is used, it will provide the necessary documentation on how the amount of rent for each resident was determined. Separate documentation of sources of income must also be maintained.

6. General Questions and Answers Regarding Resident Rent.

a. Is there a maximum or a minimum rent that can be charged?

The United States Housing Act of 1937 states that resident rent must be the highest of either 30 percent of monthly adjusted income, 10 percent of monthly income, or, under certain circumstances, a locally-designated portion of public assistance. This standard sets an exact rent; there is no maximum or minimum per se. See section 1 (Purpose) for the SHP exceptions. However, see section 3.a. (4) for information on P.L. No. 104-99.

b. When should income earned through participation in a training program be excluded for purposes of calculating the resident's rent payment?

Income earned through training programs should be excluded if the training program is: funded by HUD (including training provided by HUD grantees and subgrantees using HUD program funds); is funded through the Job Training Partnership Act (JTPA) including AmeriCorps Living Allowances; or is funded by State or local employment training programs.

c. How do you distinguish between employment that is part of a training program and regular employment?

Employment-related activities are considered to be training rather than employment if the work activity is of a time-limited nature and there is a curriculum of activities with discrete goals related to a participant's skill development and employability. Examples of such activities may include on-the-job training for maintenance work, data entry, or food preparation.



d. If utilities are not included in rent, who pays the utilities?

In some circumstances the cost of utilities is not included in the resident rent but is the responsibility of the resident. This usually occurs for those living in units that are individually metered, and residents receive bills directly from the utility company. In such circumstances, the resident's rent would equal the resident's required rent payment less an allowance for reasonable utility consumption. Do not include the cost of telephone service as a utility for this purpose. If reasonable utility expenses alone exceed the amount the resident is required to pay for both shelter and utilities, the resident must be reimbursed for the difference. The attached worksheet reflects this calculation.

e. What is considered reasonable utility consumption?

Local public housing agencies (PHAs) maintain a schedule of utility allowances by housing type for the Section 8 program. To determine the amount to allow for a reasonable amount of utility consumption given a particular type and unit size of housing, the local PHA should be contacted for the schedule of utility allowances.

f. What are eligible child care expenses, and is this expense deducted in full?

Child care expenses can be deducted in full given the following conditions: the child or children are 12 years old and under; the resident is employed or enrolled in school while the dependent is receiving care; the amount deducted as child care expenses is necessary for the resident to work or attend school and the amount necessary for the resident to work does not exceed the amount earned while working; and the resident is not reimbursed for this expense.

g. If a participant pays for child care through a program fee, should this be deducted from income?

If the amount paid through program fees is for eligible child expenses (see question f, above), then the amount paid should be deducted from income.

h. Does income from seasonal employment, such as income earned through holiday employment, qualify for income exclusion under the "temporary, nonrecurring income" clause?

Unless the income is earned by family members younger than 18 years of age, seasonal income is counted just like other wages and salaries. Seasonal income includes, but is not limited to, holiday employment, summer employment, and seasonal-farm work. "Temporary, nonrecurring income" is income that is not expected to be regularly available in the future. An example of "temporary, non-recurring income" is income earned by census workers who helped take the 1990 census.

i. May fees for food and services be charged in addition to charging rent?

Participants in programs covered in this Notice may be charged fees for food and other services in addition to rent, but the fees should be reasonable and not conflict with the goal of helping residents achieve the highest level of independent living possible.

j. Should fees for supportive services be based on a sliding scale according to the income of the participant, or on a fixed basis?

Fees may be based either on a sliding scale according to the resident's income or on a fixed basis as long as those fees are reasonable to the income of the resident and in relation to the services provided.



k. Can fees apply to some residents but not others?

If there is a reasonable basis to charge only some residents, such as services that apply only to some residents, then fees can be selectively applied. However, in most cases if a fee is charged it would be applied to all residents.

l. Can recipients require the resident to save a portion of their income?

Federal regulations do not prohibit recipients from instituting mandatory savings programs. However, such programs, if adopted, should be applied to all residents. In addition, recipients should be aware that savings plans may result in asset levels that could jeopardize residents' eligibility for benefits such as AFDC, SSI and general assistance. Recipients may want to consult with their local public welfare office to discuss ways to implement savings programs without jeopardizing benefits available to their residents.

m. Are all residents eligible for a medical expense allowance?

No. Medical expenses can only be deducted if the head of household, spouse or sole member is at least 62 years of age, handicapped or disabled. In addition, only medical expenses in excess of 3 percent of annual income that are not reimbursed may be deducted. The amount deducted depends on the amount of handicapped assistance expenses as described in section 5c and 5d above.

n. What are typical handicapped assistance expenses?

Typical handicapped assistance expenses include specially equipping an automobile so that a household member can drive to work or paying for in-home attendant care of a handicapped child so that an adult member can work.

o. If residents receive earned income tax credits in their regular pay, how do I know how much to exclude?

The amount of income included in the residents' pay that is attributed to an earned income tax credit will be listed separately on their pay stubs. It will be the same amount in each check.

p. Is training provided through any of the programs listed in sections 1 and 2 of this Notice considered to be HUD-funded training?

Yes, if the training is provided using funds available through a grant, it is considered HUD-funded training, and income received from such training may not be counted as income when calculating resident rent payments.

q. May resident rent be used to pay expenses other than operating or leasing costs?

Rental income may be used for expenses other than operating or leasing costs at the recipient's discretion. For example, the residents' rent could be saved to be used to help them make the transition to permanent housing and greater independence.



Housing Quality Standards Inspection Form

Fillable PDF Form available at <http://portal.hud.gov/huddoc/52580.pdf>.

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

| | | | |
|--|--|--------------------------------------|---|
| Name of Family | | Tenant ID Number | Date of Request (mm/dd/yyyy) |
| Inspector | | Neighborhood/Census Tract | Date of Inspection (mm/dd/yyyy) |
| Type of Inspection Initial Special Reinspection | | Date of Last Inspection (mm/dd/yyyy) | PHA |
| A. General Information | | | Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other |
| Inspected Unit | | Year Constructed (yyyy) | |
| Full Address (including Street, City, County, State, Zip) | | | |
| Number of Children in Family Under 6 | | | |
| Owner | | | |
| Name of Owner or Agent Authorized to Lease Unit Inspected | | Phone Number | |
| Address of Owner or Agent | | | |

B. Summary Decision On Unit (To be completed after form has been filled out)

| | | | |
|---|--|--------------------------|--|
| <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive | Number of Bedrooms for Purposes of the FMR or Payment Standard | Number of Sleeping Rooms | |
|---|--|--------------------------|--|

| Inspection Checklist | | | | Comment | Final Approval Date (mm/dd/yyyy) |
|----------------------|---------------------|----------|---------|---------|----------------------------------|
| Item No. | 1. Living Room | Yes Pass | No Fail | | |
| 1.1 | Living Room Present | | | | |
| 1.2 | Electricity | | | | |
| 1.3 | Electrical Hazards | | | | |
| 1.4 | Security | | | | |
| 1.5 | Window Condition | | | | |
| 1.6 | Ceiling Condition | | | | |
| 1.7 | Wall Condition | | | | |
| 1.8 | Floor Condition | | | | |

Previous editions are obsolete

Page 1 of 8

form HUD-52580 (3/2001)
ref Handbook 7420.8



* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

| Item No. | | Yes Pas | No Fail | In-Conc. | Comment | Final Approval Date (mm/dd/yyyy) |
|----------|---|---------|---------|----------|----------------|----------------------------------|
| 1.9 | 1. Living Room (Continued) Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | Not Applicable | |
| | 2. Kitchen | | | | | |
| 2.1 | Kitchen Area Present | | | | | |
| 2.2 | Electricity | | | | | |
| 2.3 | Electrical Hazards | | | | | |
| 2.4 | Security | | | | | |
| 2.5 | Window Condition | | | | | |
| 2.6 | Ceiling Condition | | | | | |
| 2.7 | Wall Condition | | | | | |
| 2.8 | Floor Condition | | | | | |
| 2.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | Not Applicable | |
| 2.10 | Stove or Range with Oven | | | | | |
| 2.11 | Refrigerator | | | | | |
| 2.12 | Sink | | | | | |
| 2.13 | Space for Storage, Preparation, and Serving of Food | | | | | |
| | 3. Bathroom | | | | | |
| 3.1 | Bathroom Present | | | | | |
| 3.2 | Electricity | | | | | |
| 3.3 | Electrical Hazards | | | | | |
| 3.4 | Security | | | | | |
| 3.5 | Window Condition | | | | | |
| 3.6 | Ceiling Condition | | | | | |
| 3.7 | Wall Condition | | | | | |
| 3.8 | Floor Condition | | | | | |
| 3.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | Not Applicable | |
| 3.10 | Flush Toilet in Enclosed Room in Unit | | | | | |
| 3.11 | Fixed Wash Basin or Lavatory in Unit | | | | | |
| 3.12 | Tub or Shower in Unit | | | | | |
| 3.13 | Ventilation | | | | | |

Previous editions are obsolete

Page 2 of 8

form HUD-52580 (3/2001)
ref Handbook 7420.8



| Item No. 4. Other Rooms Used For Living and Halls | | Yes Pass | No Fail | In- Conc. | Comment | Final Approval Date (mm/dd/yyyy) |
|---|--|-------------|------------|--------------|--|-------------------------------------|
| 41 | Room Code* and Room Location <input type="checkbox"/> | | | | (Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level | |
| 4.2 | Electricity/Illumination | | | | | |
| 4.3 | Electrical Hazards | | | | | |
| 4.4 | Security | | | | | |
| 4.5 | Window Condition | | | | | |
| 4.6 | Ceiling Condition | | | | | |
| 4.7 | Wall Condition | | | | | |
| 4.8 | Floor Condition | | | | | |
| 4.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | <input type="checkbox"/> Not Applicable | |
| 4.10 | Smoke Detectors | | | | | |
| 4.1 | Room Code* and Room Location <input type="checkbox"/> | | | | (Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level | |
| 4.2 | Electricity/Illumination | | | | | |
| 4.3 | Electrical Hazards | | | | | |
| 4.4 | Security | | | | | |
| 4.5 | Window Condition | | | | | |
| 4.6 | Ceiling Condition | | | | | |
| 4.7 | Wall Condition | | | | | |
| 4.8 | Floor Condition | | | | | |
| 4.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | <input type="checkbox"/> Not Applicable | |
| 4.10 | Smoke Detectors | | | | | |
| 4.1 | Room Code* and Room Location <input type="checkbox"/> | | | | (Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level | |
| 4.2 | Electricity/Illumination | | | | | |
| 4.3 | Electrical Hazards | | | | | |
| 4.4 | Security | | | | | |
| 4.5 | Window Condition | | | | | |
| 4.6 | Ceiling Condition | | | | | |
| 4.7 | Wall Condition | | | | | |
| 4.8 | Floor Condition | | | | | |
| 4.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | <input type="checkbox"/> Not Applicable | |



| Item No. | 4. Other Rooms Used For Living and Halls | Yes Pass | No Fail | In-Conc. | Comment | Final Approval Date (mm/dd/yyyy) |
|---|--|----------|---------|----------|---|----------------------------------|
| 4.1 | Room Code* and Room Location | | | | (Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level | |
| 4.2 | Electricity/Illumination | | | | | |
| 4.3 | Electrical Hazards | | | | | |
| 4.4 | Security | | | | | |
| 4.5 | Window Condition | | | | | |
| 4.6 | Ceiling Condition | | | | | |
| 4.7 | Wall Condition | | | | | |
| 4.8 | Floor Condition | | | | | |
| 4.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | Not Applicable | |
| 4.10 | Smoke Detectors | | | | | |
| 4.1 | Room Code* and Room Location | | | | (Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level | |
| 4.2 | Electricity/Illumination | | | | | |
| 4.3 | Electrical Hazards | | | | | |
| 4.4 | Security | | | | | |
| 4.5 | Window Condition | | | | | |
| 4.6 | Ceiling Condition | | | | | |
| 4.7 | Wall Condition | | | | | |
| 4.8 | Floor Condition | | | | | |
| 4.9 | Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component? | | | | Not Applicable | |
| 4.10 | Smoke Detectors | | | | | |
| 5. All Secondary Rooms (Rooms not used for living) | | | | | | |
| 5.1 | None Go to Part 6 | | | | | |
| 5.2 | Security | | | | | |
| 5.3 | Electrical Hazards | | | | | |
| 5.4 | Other Potentially Hazardous Features in these Rooms | | | | | |



| Item No. | 6. Building Exterior | Yes Pass | No Fail | In - Conc. | Comment | Final Approval Date (mm/dd/yyyy) |
|-------------------------------------|---|----------|---------|------------|----------------|----------------------------------|
| 6.1 | Condition of Foundation | | | | | |
| 6.2 | Condition of Stairs, Rails, and Porches | | | | | |
| 6.3 | Condition of Roof/Gutters | | | | | |
| 6.4 | Condition of Exterior Surfaces | | | | | |
| 6.5 | Condition of Chimney | | | | | |
| 6.6 | Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area? | | | | Not Applicable | |
| 6.7 | Manufactured Home: Tie Downs | | | | | |
| 7. Heating and Plumbing | | | | | | |
| 7.1 | Adequacy of Heating Equipment | | | | | |
| 7.2 | Safety of Heating Equipment | | | | | |
| 7.3 | Ventilation/Cooling | | | | | |
| 7.4 | Water Heater | | | | | |
| 7.5 | Approvable Water Supply | | | | | |
| 7.6 | Plumbing | | | | | |
| 7.7 | Sewer Connection | | | | | |
| 8. General Health and Safety | | | | | | |
| 8.1 | Access to Unit | | | | | |
| 8.2 | Fire Exits | | | | | |
| 8.3 | Evidence of Infestation | | | | | |
| 8.4 | Garbage and Debris | | | | | |
| 8.5 | Refuse Disposal | | | | | |
| 8.6 | Interior Stairs and Common Halls | | | | | |
| 8.7 | Other Interior Hazards | | | | | |
| 8.8 | Elevators | | | | | |
| 8.9 | Interior Air Quality | | | | | |
| 8.10 | Site and Neighborhood Conditions | | | | | |
| 8.11 | Lead-Based Paint: Owner's Certification | | | | Not Applicable | |

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.



C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)
-

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)
-

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)
-

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability



1. Does the owner make repairs when asked? Yes No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave
6. Is there anything else you want to tell us? (specify) Yes No



Inspecting for Lead-based Paint Hazards

Incorporated into the preceding Housing Habitability Inspection forms are questions regarding the presence of lead-based paint, which can be extremely harmful when ingested by young children. The attached summary of HUD's Lead-Based Paint Initiative, which took effect on September 1, 2000, explains the initiative. The attached regulations from 24 CFR.35, section M detail its relevance to the program. **When doing an inspection for compliance with HUD's Housing Habitability Standards for an apartment built before January 1, 1978, which will house families, the agency is required to do a visual inspection for cracked or peeling paint. Staff that perform these inspections are required to take a short (less than one hour) Internet course on the HUD website: <http://www.hud.gov/offices/lead/training/visualassessment/h00101a.htm>**

An overview of the content of this Internet course is included in this attachment.

HUD Sets New Requirements to Prevent Childhood Lead Poisoning in Housing Assisted or Being Sold by the Federal Government

Summary

The U.S. Department of Housing and Urban Development (HUD) has issued a new regulation to protect young children from lead-based paint hazards in housing that is financially assisted by the federal government or being sold by the government. The regulation, "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," was published in the Federal Register on September 15, 1999. The hazard reduction requirements in this regulation are based on scientific research and the practical experience of cities, states, and others who have been controlling lead-based paint hazards in low-income housing through HUD assistance. The requirements apply to housing built before 1978, the year lead-based paint was banned nationwide for consumer use.

The new regulation puts all of the Department's lead-based paint regulations in one part of the Code of Federal Regulations, making it much easier to find HUD policy on the subject. The new requirements will take effect on September 15, 2000, one year after publication, to allow time for housing owners and state and local agencies to prepare for compliance. HUD estimates that about 2.8 million housing units will be affected by the regulation during its first five years.

Lead Poisoning Prevention

Lead poisoning can cause permanent damage to the brain and many other organs, and can result in reduced intelligence and behavioral problems. Lead can also harm the fetus. More than 800,000 children younger than 6 years old living in the United States have lead in their blood that is above the level of concern set by the Centers for Disease Control and Prevention (CDC). A large portion of these children are in families of low income and are living in old homes with heavy concentrations of lead-based paint. The most common sources of childhood exposure to lead are deteriorated lead-based paint and lead-contaminated dust and soil in the residential environment.

HUD estimates that the regulation will protect more than two million children from exposure to lead during its first five years. The estimated net benefits (that is, benefits minus costs) from the first five years are \$2 billion, mostly from increased lifetime earnings but also including reductions in medical and special education costs. Additional benefits that have not been estimated in dollar terms include reduced family time, and anxiety involved in caring for lead-poisoned children, increased stature and hearing ability, reduced hypertension in later life, and reduced juvenile delinquency and crime.



LEGISLATIVE BACKGROUND

The new regulation is being issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X (“ten”) of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

WHAT ARE THE REQUIREMENTS?

The regulation sets hazard reduction requirements that give much greater emphasis than existing regulations to reducing lead in house dust. Scientific research has found that exposure to lead in dust is the most common way young children become lead poisoned. Therefore the new regulation requires dust testing after paint is disturbed to make sure the home is lead-safe. Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and also on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner-occupied.

A summary of the hazard reduction requirements for the various types of housing programs is attached to the Questions and Answers issued in association with this regulation. More detailed information is available in training and guidance material, in the regulation itself, and in the Department’s explanation of the regulation, published in the Federal Register.

TYPES OF HOUSING COVERED

- Federally-owned housing being sold
- Housing receiving a federal subsidy that is associated with the property, rather than with the occupants (project-based assistance)
- Public housing
- Housing occupied by a family receiving a tenant-based subsidy (such as a voucher or certificate)
- Multifamily housing for which mortgage insurance is being sought
- Housing receiving federal assistance for rehabilitation, reducing homelessness, and other special needs

TYPES OF HOUSING NOT COVERED

- Housing built since January 1, 1978, when lead paint was banned for residential use.
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks
- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector
- Property where all lead-based paint has been removed
- Unoccupied housing that will remain vacant until it is demolished
- Non-residential property
- Any rehabilitation or housing improvement that does not disturb a painted surface

FOR MORE INFORMATION

If you want copies of the regulation or have general questions, you can call the National Lead Information Center at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You can also download the regulation and other educational materials at www.hud.gov/lea. For further information, you may call HUD at (202) 755-1785, ext. 104, or e-mail HUD at lead_regulations@hud.gov.



New York State Division of Housing and Community Renewal, Office of Rent Administration

Fact Sheet #25 - Window Guards

The New York City Health Code [S. 131.15] requires owners of multiple dwellings (3 apartments or more) in New York City to provide, install, and maintain window guards when a child (or children) ten years old or younger lives there. Tenants with no children - or none living at home - may also request and receive window guards if they want them for any reason.

Window guards approved by the NYC Department of Health (DOH) must be properly installed according to DOH specifications in all windows, including bathroom windows, except any window providing access to fire escapes. For buildings with **fire escapes** above the first and ground floors, but none below, one window must be left unguarded to allow for a secondary exit from the apartment [NYC Building Department rule 4.10].

An owner of a rent stabilized or rent controlled apartment may collect a temporary surcharge from the tenant. The maximum amount of this temporary surcharge may not exceed \$10 per window guard. The tenant may choose to pay at one time, or in equal monthly installments over a one, two, or three year period. **This charge does not become a part of the base rent for the apartment.** The first monthly installment may be collected on the first day of the month **following** installation, without an official order from the New York State Division of Housing and Community Renewal (DHCR). If a tenant leaves the apartment before the total surcharge is paid in full, the tenant must pay the balance immediately. The owner may deduct the remaining unpaid portion from the tenant's security deposit. When a new tenant moves into an apartment in which window guards were installed for the previous tenant, the new tenant may not be charged for them. If the window guards have been fully paid for and the owner replaces them due to the owner's renovation or replacement of windows, a second surcharge in that apartment may not be collected from that tenant or any later one.

Recipients of public assistance, holders of Section 8 certificates, households receiving either a Senior Citizen Rent Increase Exemptions (SCRIE) or a Disability Rent Increase Exemption (DRIE), Supplemental Security Income (SSI), or State payments under Section 209 of the Social Service Law, will not be required to pay this charge out-of-pocket. Instead, with a two-party check issued through local Income Maintenance Centers, the Human Resources Administration will reimburse owners after the tenant submits an itemized bill on the owner's stationery following the window guard installation. Recipients of SSI or Section 209 subsidies may contact their Social Services District Office with an itemized bill from the owner following the window guard installation.

Owners of multiple dwellings are also responsible for the installation of window guards in public areas if a child ten years old or younger lives in the building. The cost of window guards installed in public areas may not be passed on to tenants in the building.

Each year, between January 1 - January 15, owners must comply with DOH and NYC Administrative Code (S.17-123) requirements and send or deliver to each tenant or occupant a DOH approved form in English and Spanish. The tenant must complete the form and return it to the owner indicating whether or not children ten years old or younger live in the apartment or if the tenant or occupant wants window guards for any reason. Failure to follow this procedure by the owner or tenant is a violation of NYC Administrative Code (17-123). Owners are also required to attach a DOH approved special lease Notice To Tenant ("Appendix A") to: (1) all **vacancy** leases and, (2) all **renewal** leases.

The window guards and their installation must conform to DOH specifications or the owner will be in violation and ordered to replace or correct them. Only DOH approved guards, properly installed, qualify for the temporary surcharges. DOH will supply owners with a list of approved manufacturers of window guards and specifications, upon request.



Owners and tenants may obtain additional information and assistance regarding notification procedures and DOH regulations as well as Annual Notice to Tenant or Occupant forms ("Appendix B") by contacting:

**NYC Department of Health and Mental Hygiene
Bureau of Food Safety and Community Sanitation
253 Broadway, 6th Floor
New York, NY 10007
(212) 676-2158/2162**

A tenant who believes that an owner has not complied with the regulations on window guards should discuss the problem with the owner. If the owner does not address the tenant's concerns, the tenant may report a noncomplying owner or improperly installed window guard(s) by calling the NYC Department of Health, Bureau of Central Complaints and Information by dialing 311 from within NYC or (212) NEW-YORK if calling from outside NYC.

For more information or assistance, call the DHCR Rent InfoLine (718-739-6400) or visit your [Borough Office](#).

DHCR Version Dated 10/09
RGB Page Updated 8/17/2010



WHEN AN APARTMENT FAILS INSPECTION

(This includes apartments that fail annual, special or quality control inspections)

Owners are required to correct serious violations found by the Inspector within 30 days after the inspection. In order to encourage timely repairs of serious Housing Quality Standards (HQS) violations without suspension of rent subsidy payments to owners, borough offices produce a printed *NE-1 Notice* to owners, using standardized HQS references, on the next working day following the inspection. Owners should receive it within 3-5 days after the inspection. Owners should thereby have a realistic opportunity to complete repairs in time to avoid suspension.

As permitted by the Office of Alcoholism and Substance Abuse Services (OASAS), the owner's repairs can be verified by either of two methods: 1) Reinspection or 2) the owner and the tenant certifies to us that the violations listed in the NE-1 have been corrected. The NE-1 contains a certification page, which can be signed by the owner and the tenant and returned to us, or both can sign work orders. The certification or work order can be either faxed or mailed.

If such a certification is received within **26** days after the inspection, it will suffice as evidence that the apartment meets HQS and the owner's subsidy will not be suspended. If the tenant certification is received after suspension, it will suffice for reinstatement of subsidy payments. This provision is designed to encourage owners to promptly complete repairs with the tenant's involvement.

For owners preferring reinspection, the NE-1 will also give the owner advanced notice that reinspection is being pre-scheduled for the **25th** day following the inspection. If we receive notice from the owner that repairs are completed, but not through a jointly signed certification, within **20** days after the inspection, the reinspection appointment for the 25th day will be confirmed and carried out. Notices from the landlord will be accepted by fax and mail.

If the borough office does not receive notice from the owner regarding completion of repairs within **20** days after inspection, staff shall cancel the pre-scheduled reinspection for the **25th** day. A cancellation notice will be sent to the tenant. Reinspection as pre-scheduled can proceed when the owner's notice is received 21-25 days after inspection if the slot is still available. If the apartment passes reinspection before the 26th day, no suspension will occur.

If neither reinspection nor tenant certification has been successfully concluded or pending as of **26** days after inspection, (including cases where an apartment fails a reinspection and immediate follow-up is not possible), then NYCHA staff shall take the suspension action on these apartments no later than the 30th day. Payment will stop on the first day of the first month for which payment has not already been generated.

Once an apartment failing inspection has been suspended (regardless of the date when payments stop), tenant certifications will still be acceptable. Reinspections shall be manually scheduled at the discretion of staff, but no later than 14 days from our receipt of the owner's notice that repairs are completed. Staff shall make priority effort to schedule such reinspections as soon as feasible within 14 days.

If the apartment passes reinspection or a tenant certification is received, then the reinstatement process for subsidy payments will commence. If the apartment fails reinspection, suspension continues until another reinspection is completed.

Reinstatement payments will resume retroactive to the date of the reinspection or certification unless the owner reports that the repairs are done earlier. In that case, payment will be retroactive to that earlier date. However, the owner must document all repairs completed more than 30 days before the receipt of the tenant certification or the reinspection date.



This information is located on the NYC.gov Web site at <http://www.nyc.gov/html/hpd/html/tenants/Bed-Bugs.shtml>

Information on Bed Bugs

The Department of Health and Mental Hygiene's (DOHMH) Bed Bug Website at <http://nyc.gov/bedbugs> provides detailed information for tenants, property owners/agents and homeowners on how bed bugs thrive, how to recognize and inspect for their presence, steps to take to prevent them from infesting a home, how to safely rid an area of bed bugs if they do occur, and how to select and work with a pest management professional. You can also go to the Department of Housing Preservation and Development's (HPD) [e-learning on bedbugs](#), which provides information on the above topics through an interactive format, using an audio/ visual format.

Left untreated, bed bugs can spread quickly in multi-dwelling housing. Both the housing and health codes require that property owners address infestations promptly. The surest strategies to keep bed bugs from spreading are prevention, early detection and rapid treatment. As a tenant, the first action you should take if you believe that you have bed bugs is to notify your landlord. As a landlord, the first action you should take is to conduct an inspection of the reported condition. Knowing what to look for is key!

Bed Bug Complaints: Enforcement Protocol

Here is how the City's enforcement protocols work:

Complaints

When a complaint is made to 311 about bed bugs in a residential building, HPD attempts to notify a property owner/representative at the registered phone number about the complaint (For more information on registration - <http://www.nyc.gov/html/hpd/html/owners/property-reg-unit.shtml>.) A housing inspector from HPD may conduct an inspection. The inspector examines places where bed bugs are commonly found, such as on and around mattresses, beds and head boards, as well as other potentially infested areas as directed by the tenant.

Violations

If the HPD inspector finds bed bugs, the property owner is issued an HPD Notice of Violation (NOV) ([see Sample A](#)) ordering that the condition be addressed.

When a NOV is issued by HPD, the property owner also receives a DOHMH Order of the Commissioner ([see Sample B](#)). The Commissioner's order tells property owners in more detail what the requirements for addressing the bed bug problem are, including:

1. Inspect the apartment(s) cited for bed bugs.
2. If you find a bed bug infestation in the apartment(s), inspect all units adjacent to, above and below the infested units, as well as all common areas; and retain the services of a pest management professional certified and registered by the New York State Department of Environmental Conservation to take all measures necessary to remove bed bug infestation where found.
3. Keep a record of all actions taken in compliance with the Order.

Certification of HPD's NOV is the only required notification back to the City that the condition has been corrected as instructed. There is no response directly to the DOHMH. The HPD NOV Certification of Correction requires a sworn statement that the above corrective actions have been taken, in compliance with the DOH Commissioner's Order.

HPD's violation(s) can be viewed at nyc.gov/HPD if you have not yet received the NOV. For information



about completing your certification documents for HPD, you can contact your borough [HPD- Division of Code Enforcement Office](#). HPD also has [eCertification](#) available to owners, which is an electronic certification process for all HPD violations.

Enforcement for Persistent Problems

Beginning in 2011, to better support the prevention and control of bed bugs, New York City will take a stronger approach to enforcement by expanding what it requires of property owners who persistently fail to comply with housing and health codes. Where bed bugs persist, or occur in multiple apartments in the same building, the DOHMH will issue an Order of the Commissioner requiring that property owners take several additional steps. For more information on the required steps, go to <http://www.nyc.gov/html/doh/bedbugs/html/info/enforcement.shtml>.

Owners that fail to comply with the DOHMH Order will be issued a Notice of Violation and will have to appear at a hearing before the City's Environmental Control Board where fines may be levied

U.S. EPA Bed Bug Web Page Available

In addition to HPD's e-learning class on bed bug identification and management, we encourage you to look at EPA's bed bug Web page, which provides information on chemical and integrated pest management techniques for managing bed bugs, current research efforts, links to educational materials developed by reputable sources, and other information that will be helpful for the public suffering from bed bugs and professionals on the front lines of this battle. Visit the EPA bed bug page at [Controlling Bed Bugs](#).

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Word Version of this Sample Lease Agreement is available at
www.oasas.ny.gov/housing/provider/documents/Sample-LeaseAgree.doc.

New York State
Office of Alcoholism and Substance Abuse Services
Permanent Supportive Housing (PSH) Program
Sample Lease Agreement

Made this _____ day of _____, 20__, between _____ hereinafter called "Landlord", and **(Providers Name)** a domestic Not-for-Profit Corporation with its principal office located at **(Providers Address)**, hereinafter called "Tenant".

WHEREAS, the Landlord is the owner of the premises located at _____

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned, covenant, and agree as follows:

1. The Landlord hereby leases to the Tenant the following described Premises: _____, Apartment # ____ in **(City)**, New York ("Premises").
2. **TO HAVE AND TO HOLD** the said Premises with the appurtenances for the term of one_(1) year beginning with _____ and ending with _____, to be used by the Tenant as a residential dwelling.
3. The Tenant shall pay rent to the Landlord for the Premises at the rate of \$_____ per year, payable to _____ at _____ in equal monthly installments of \$ ____.
4. The Landlord acknowledges that the Tenant is a **Sponsor** participating in a Permanent Supportive Housing (PSH) Program that is administered by the Office of Alcoholism and Substance Abuse Services (OASAS). The occupant of this premise shall be a participant in the program, hereinafter called "Participant".
5. Tenant shall have the right to place, replace or remove the participant of the PSH Program at the leased Premises anytime during the term of this lease. The Tenant shall notify the Landlord of any change in occupancy of the leased Premises. Notwithstanding such occupancy, Tenant shall at all times remain fully responsible for the performance of all terms, covenants, conditions and provisions of this lease on the part of the Tenant to be performed and the payment of rent to the Landlord as herein provided.
6. Any holdover by the Tenant after the expiration of the term stated herein or of any extension of such term shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions specified herein.
7. The Landlord agrees that if it fails to pay any interest cost or other charges upon any mortgage or other lien affecting the Premises, including taxes, service charges and insurance for which the Landlord is liable, when any of the same become due, then the Tenant may, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by the Tenant to the Landlord, pay such costs or other charges on behalf of and at the expense of the Landlord, including, but not limited to the payment of any fees, penalties, and other related charges and expenses. The Landlord agrees to reimburse the Tenant for all sums



so expended or the Tenant shall be entitled to deduct all or any portion of sums so expended from any rent due or that may become due and payable under this lease.

8. With respect to the condition and maintenance of the Premises, and/or with respect to the ability of the Tenant to continue its uninterrupted use of said Premises for the purposes intended, the Landlord shall,
 - a. take good care of the Premises, fixtures, and appurtenances and make all repairs necessary to preserve same in good order and condition at its own cost and expense. In exercising the provisions of this paragraph, it is understood and agreed that the Landlord shall be responsible for all major structural repairs. Structural repairs are defined to include: the roof, stairwells, foundation, major plumbing, heating, electrical service, well, septic systems, and windows, but excluding the replacement of broken window glass;
 - b. comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the Premises, of the borough, city, county, or other municipality, State or Federal governments, and each and every department, bureau and official thereof, and of any board of fire underwriters having jurisdiction over the premises.
9. Pursuant to the terms of this lease and to the extent permissible by Federal and State laws and regulations protecting the identity of alcoholism and substance abuse program participants, the right of the Landlord to make periodic inspections of the Premises will remain unimpaired and, should inspection disclose damage to the premises caused by the participant of Tenant or the negligence of Tenant's employees, then, in that event, the Landlord can, on written demand to the Tenant, require that such damage be corrected.
10. Landlord will give to the Tenant, in writing, the names, addresses and phone numbers of the Landlord's authorized repairers in the event the Landlord is not available.
11. Tenant shall have the right to sublet the leased Premises upon filing a fully executed copy of the Sublease with the Landlord. The Sublease shall provide that the rent payable by the Sublessee to the Tenant there under shall be paid directly by the Sublessee to the Landlord, as and when the same is due and payable under said Sublease, and when received by the Landlord shall be applied by the Landlord against the rent due by the Tenant hereunder. Notwithstanding such Sublease, Tenant shall at all times remain fully responsible for the performance of all terms, covenants, conditions and provisions of this lease on the part of the Tenant to be performed and the payment of rent to the Landlord as herein provided.
12. Tenant shall not assign this lease to the participant except with consent from the landlord; such consent shall not be unreasonably withheld.
13. In the event of a default by the Tenant under the terms and conditions of this agreement, Landlord shall give written notice by registered mail to the Tenant of the existence of default and the specific nature thereof, and shall otherwise comply with the provisions of this paragraph, prior to the commencement of any action or proceeding based upon such default or prior to the issuance of any formal notice of default under, or termination of, this agreement by the Landlord. Tenant shall have a thirty (30) day period, after receipt of such notice, to cure the default or in the case of a default that cannot be cured within thirty (30) day period, to commence the curing of such default during such 30 day period of time and to complete the same within a reasonable period of time thereafter. Upon Tenant's failure to cure said default, Landlord agrees to give to the Commissioner of the New York State Office of Alcoholism and



Substance Abuse Services, 1450 Western Avenue, Albany, NY 12203, a separate written notice (in addition to the foregoing notice afforded Tenant), that a specified default on the part of the Tenant remains unremedied. The Commissioner shall have the right to remedy in the Commissioner's sole discretion such default on behalf of the Tenant within sixty (60) days after receipt of such notice. Upon the expiration of such 60 day period of time, the Landlord shall then have the right to proceed to issue any formal notice of default or termination under this agreement or to commence any action or proceeding against the Tenant based upon such default.

14. In the event the State of New York discontinues the funding of the program necessary to continue to operate said facility or for any reason withdraws its certificate of approval for said facility, this lease will terminate sixty (60) days after written receipt of such notice from Tenant, without further liability to either party, except that this lease shall not be deemed terminated and Tenant shall remain liable therefore if said revocation of approval is caused by the voluntary withdrawal from the program by Tenant or as a result of any fault of Tenant in the operation of said program, as determined by the New York State Office of Alcoholism and Substance Abuse Services.
15. The Tenant shall permit the Landlord, during the three (3) months next prior to the expiration of the term, to place the usual notices to "To Let" upon the exterior of the Premises.
16. If the Premises or any part thereof, or any appurtenances thereto, are destroyed or so injured, by fire or the elements or any other cause, as to render the Premises untenable or unfit for occupancy, in whole or in part for the Tenant's uses, the Tenant, in its sole discretion, may quit and surrender the entire demised Premises without farther obligation.
17. The Landlord covenants with the Tenant that Tenant, on paying the rent reserved herein, shall and may peacefully and quietly have and enjoy the said Premises.
18. The Tenant shall, at the end of the term, quit and surrender the Premises in as good order and condition as when received, natural wear and tear and damage by the elements, including fire excepted.
19. Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, drapes, blinds, owned or installed by the Tenant at its sole expense, are and shall remain the property of the Tenant and may be removed by it at any time. The Tenant shall not be required to remove such articles at the end of the lease term or any renewal or extension thereof unless it so elects, providing that if such fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers are removed, the cost of repairing any damage to the building arising from such removal shall be paid by the Tenant.
20. Any notice by the Tenant to the Landlord shall be deemed to be given if mailed by registered or certified mail, addressed to the Landlord at the address given above, and any notice by the Landlord to the Tenant shall be deemed to be given if mailed by registered or certified mail, addressed to the Tenant at the address given above.
21. In case the leased Premises or the building of which same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if the Landlord shall sell, convey, transfer or assign this lease or rents due under this lease, or if for any reason there shall be a change in the manner of which the rental reserved hereunder shall be paid to the Landlord, proper written



notice of such change shall be given by the Landlord to the Tenant.

22. In the event the demised premises are substantially condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall not be liable for further rent. Tenant shall be entitled to an award for the fair market value of any alterations and improvements made by or paid for by Tenant and Tenant shall be entitled to an award for the value of the unexpired term of this lease.

23. The cost of electricity and gas (natural and propane) is to be paid by Landlord/Tenant.
The cost of fuel for heat and/or hot water is to be paid by Landlord/Tenant.
The cost of snow removal and/or lawn care is to be paid by Landlord/Tenant.
The cost of sidewalk and parking lot maintenance is to be paid by Landlord/Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the dates appearing next to their signatures below.

Date: _____
_____ Landlord Name

_____ Landlord Signature

Date: _____
_____ Tenant Name

_____ Sponsor/ Director Signature

ACKNOWLEDGEMENT BY LANDLORD

(STATE OF NEW YORK) SS.: INDIVIDUAL
COUNTY OF)

On this ___ day of _____, 20___, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGEMENT BY TENANT

STATE OF NEW YORK) SS.: INDIVIDUAL
COUNTY OF)

On this ___ day of _____, 20___, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public



Appendix C – Legal Considerations

- **OASAS LSB No. 2007-08: Mandated Reporting of Suspected Child Abuse or Maltreatment**
- **NYS Department of Criminal Justice Services - Sex Offender Management / Sex Offender Registry and Information**



Local Services Bulletin No. 2007-08: Mandated Reporting of Suspected Child Abuse or Maltreatment

Date Issued: September 28, 2007

RECIPIENTS

- All OASAS-Certified Providers
- LGUs

BACKGROUND

Governor Spitzer recently signed into law legislation that changes certain aspects of New York State Social Services Law (SSL) relating to the mandated reporting of suspected child abuse or maltreatment to the Statewide Central Register of Child Abuse and Maltreatment (Statewide Central Register). Attached is a [copy of this legislation \(Chapter 193 of 2007\), which amends Section 413 of the SSL](#). The copy shows both the additions (underlined portions) to the current law and any wording that was deleted (portions with a strike through them). This new law takes effect on October 1, 2007.

Prior to this new law, Section 413 of the SSL required that "whenever such person is required to report under this title in his or her capacity as a member of the staff of a medical or other public or private institution, school, facility or agency, he or she shall immediately notify the person in charge of such institution, school, facility or agency, or his or her designated agent, who then also shall become responsible to report or cause reports to be made." Substance abuse counselors and alcoholism counselors who have been issued a credential by OASAS are among the persons mandated to make such reports to the Statewide Central Register. Some of the problems cited with this requirement included the questionable accuracy of second- or third- hand information being reported to the Statewide Central Register, as well as the questionable timeliness of such reports, and subsequent ability of the Child Protective Services (CPS) worker to follow up with the original source of the report and his or her designee in a timely manner.

CHANGES MADE TO SSL 413 BY CHAPTER 193

Beginning October 1, 2007, those mandated reporters who work for a school, child care provider, foster care facility, residential care facility, hospital, medical institution or mental health facility, and who have direct knowledge of any allegation(s) of suspected child abuse or maltreatment, must personally make a report to the Statewide Central Register and then notify the person in charge of the institution or his/her designated agent that a report has been made. The person in charge, or the designated agent of such person, is then responsible for all subsequent internal administration necessitated by the report. This may include providing follow-up information (ex., relevant information contained in the child's educational record) to CPS.



Note: Notification to the person in charge or designated agent of the medical or other public or private institution, school, facility or agency does not absolve the original mandated reporter of his or her responsibility to personally make a report to the Statewide Central Register.

Further, all initial or subsequent reports made to the Statewide Central Register shall include the name, title and contact information for every staff person of an institution that is believed to have direct knowledge of the allegations contained in the report. Nothing in Chapter 193, however, is intended to require that more than one report from any such institution, school or agency be made to the Statewide Central Register.

No medical or other public or private institution, school, facility or agency shall take retaliatory personnel action against an employee who made a report to the Statewide Central Register. Furthermore, no school, school official, child care provider, residential care facility provider, hospital, medical institution provider or mental health facility provider shall impose any conditions, including prior approval or prior notification, upon a member of their staff mandated to report suspected child abuse or maltreatment.

Chapter 193 also amends section 413 of the social services law to specifically include school teachers, guidance counselors, school nurses and school social workers on the list of individuals classified as mandated reporters and therefore required to report cases of suspected child abuse or maltreatment to the Statewide Central Register.

The Statewide Central Registry Hotline telephone number is: (800) 342-3720.

CONTACT PERSON

Questions concerning this Local Services Bulletin may be directed to: Robert A. Kent, OASAS General Counsel at (518) 485-2312.

Copies of all active Local Services Bulletins are available on the OASAS Web Site at:

<http://www.oasas.ny.gov/mis/bulletins/index.cfm>



NYS Department of Criminal Justice Services

Sex Offender Management

The Department of Criminal Justice Services (DCJS) is the state agency responsible for maintaining New York's Sex Offender Registry, which provides New Yorkers information about sex offenders living in their communities.

There are three levels of sex offenders – Level 1 (low risk), Level 2 (medium risk) and Level 3 (high risk). By law, only Level 2 and Level 3 sex offenders are listed on the Registry.

Information about offenders and how to search the Registry may be found on the [DCJS website](#).

