



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

**Upstate Permanent Supportive Housing
Operations Manual
September 2009**

**New York State
Office of Alcoholism and Substance Abuse Services**

Upstate Permanent Supportive Housing Operations Manual

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Introduction

Operating OASAS Upstate Permanent Supportive Housing Programs

This booklet is intended to serve as a reference and guide to Upstate Permanent Supportive Housing (PSH) projects which are starting or seeking to improve their project operations. Some program implementation issues are unique to each project, but many are common.

The booklet begins with a brief description of the overall program and its roll out; it then discusses the operational areas that commonly present problems. Required and suggested forms to be used in the administration of the program are included as well. Some topics included in the manual are:

- Getting Your Program Off the Ground
- Participant Outreach and Retention Strategies
- Tracking Supportive Service Delivery and Outcomes – Data Management
- Contract Administration
- Moving Beyond Permanent Supportive Housing

The OASAS Upstate Permanent Supportive Housing Program

This PSH Program is the first time that OASAS has offered state aid funding for rental subsidies, case management, and employment services for individuals and families in recovery in upstate New York.

In January 2008, the Executive Budget for OASAS included this Upstate PSH Initiative, as well as funding to continue the New York/New York III (NY/NY III) Homeless Initiative for New York City. In April 2008, the Legislature passed the Budget Bill for OASAS which included this Initiative.

Rural homelessness, like urban homelessness, is a result of poverty and a lack of affordable housing. In 2005, research showed that the odds of being poor are between 1.2- to-2.3 times higher for people in non-metropolitan areas than in metropolitan areas. One in five non-metropolitan counties is classified as a high-poverty county. It has been shown that fewer job opportunities, lower wages, and longer periods of unemployment also plague the rural poor more often than their urban counterparts. Research indicates that families, single mothers, and children make up the largest group of people who are homeless in rural areas. Homelessness among Native Americans and migrant workers is also largely a rural phenomenon.

While housing costs are lower in rural areas, so are rural incomes, leading to similarly high-rent burdens. Rural residential histories reveal that homelessness is often precipitated by a structural or physical housing problem jeopardizing health or safety; when families relocate



to safer housing, the rent is often too much to manage, and they experience homelessness again while searching for housing that is both safe and affordable.

OASAS holds HUD Shelter Plus Care (S+C) grants for 431 Units of PSH in the following eleven upstate communities: Orange, Ulster, and Sullivan counties in the Hudson Valley (82 Units); Albany/Schenectady/Troy, Utica, Binghamton, Rochester, Niagara Falls, and Cattaraugus County (349 Units). There are additional S+C Units available to individuals and families in recovery in other communities (principally in Westchester County and Syracuse, with a limited number in Watertown and Plattsburgh), but OASAS is the ONLY governmental S+C grantee in New York state that also provides Case Management support monies to their sponsoring agencies.

The Upstate PSH Initiative is intended to INCREASE not only the total number of OASAS PSH Units, but to INCREASE the number of upstate communities with access to the program. Included in this initiative is a strong commitment to increase access for rural and small urban jurisdictions.

The program is built on the premise that housing and services need to be linked in order to ensure stability of housing for this hard-to-serve population. OASAS PSH contractors will provide supportive services appropriate to the needs of the program participants who are single adults, and families in recovery who began a course of treatment and/or recovery when they were homeless. Program participants can be in formal treatment when they enter this Housing Program; may have completed formal treatment; or have never been in formal treatment. The agency is responsible for activities associated with providing housing and support services to homeless persons with disabilities. These activities include:

- interviewing and recruiting eligible participants;
- assessing participant needs and developing individualized service plans;
- locating housing;
- administering rental assistance;
- coordinating case management and supportive services; and
- reporting on progress.

Getting Your Project off the Ground

Once a PSH 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; local Department of Social Services (DSS) agencies; treatment agencies for referrals; outreach and supportive services providers; landlords or property managers; and other community agencies and organizations. Successful and timely implementation of a PSH project depends on effectively organizing the efforts of all of these players.

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



- clarifying and coordinating the roles of the PSH project partners;
- obtaining a staff member and location for the PSH project to operate;
- obtaining housing for PSH participants;
- interviewing and selecting eligible participants; and
- addressing landlord and community concerns about the project.

Coordination Among Upstate Permanent Supportive Housing Partners

Most PSH partners will have made preliminary agreements at the time of the application about their respective project responsibilities. However, once the PSH contract has been awarded, as part of the contracting process, OASAS and provider staff will review roles and responsibilities of each party in implementing the program.

Referrals to housing providers should come from a wide range of referring agencies within the community. Local DSS staff that work with emergency housing requests will be a major referral source. It is expected that referrals will be made by other OASAS-certified programs in the community, including Addiction Treatment Centers and other residential treatment providers that serve a multi-county area.

Start-up Budget Period

Your agency will receive funding through the Local Governmental Unit for this initiative. You should have received a copy of a detailed start-up budget. The first quarter of the budget is intended for start up and providers should carefully consider start-up costs during the initial rent up of the program. During the start-up period, OASAS expects that the provider will secure lease agreements with landlords (one month's security deposit is an allowable start-up expense). Other start-up costs may include furnishings for the apartment and equipment for staff. Staffing costs may also be included, however, providers should look at the status of the program during the start-up months and determine their staffing needs. For example, you may not need to hire an employment counselor during the first three months. The following sections will provide detail on how to move from start-up to actual operation.

Obtaining Housing

Depending on which program component is approved and implemented, PSH housing can be either scatter-site rental units or clustered units within a building or development.

Unless they happen to already own or lease units, PSH providers will locate property owners willing to lease individual units or clusters of units to the provider. The cost per unit can be up to the current HUD Fair Market Rent (FMR). The current FMR is typically updated in November and can be found at <http://www.huduser.org/DATASETS/fmr.html>.



PSH providers will be prepared to conduct significant landlord outreach. Landlords who are unfamiliar with housing programs may be resistant to leasing to formerly homeless individuals with disabilities. They may have concerns about timeliness of rental payments, reservations about the ability of clients to maintain their apartments, or fears of drug activity in the property.

Project staff often find that marketing directly to landlords is the most effective way to secure housing on behalf of their participants. This means that staff must take the time to make telephone calls and in-person visits to discuss how the program operates and allay any concerns. In the course of these visits, it is important to stress the advantages of the PSH program for the landlord. These can include:

- ***Certainty of payment*** - With the voluntary agency as lease-holder, the owner can be assured of receiving the rent payment each month. If these are landlords that have worked with S+C agencies, you can explain the difference between the payment to the agencies and the streamlining that OASAS did to ensure timely rental payments;
- ***Assurance of supportive services for tenants who need them*** - Provider staff should emphasize that case managers will make regular home visits to check on client well-being and housekeeping; and
- ***Support from the provider if any problems arise*** - Project staff should provide participating landlords with the name of a contact person in case of problems or concerns.

In addition to appealing to the property owner's individual interests, the provider should also stress the value to the community of expanded housing opportunities for people with disabilities. The agency should also discuss the program's potential to benefit the community by helping to fill units that would otherwise remain vacant due to a soft market and that the tenants and housing staff would bring new consumers into their local businesses.

It is important to remember when making connections with possible landlords, providers should avoid entering into an agreement for a set number of units. Just because a landlord accepts the idea does not mean that the units meet Housing Quality Standards (HQS) as defined by HUD, or that they are appropriate for your clientele.

Rental Unit Selection

Sites Selection

The units chosen for the PSH program should be accessible to transportation and supportive services. The particular unit selected for an individual household should be based on the family size and composition, and the appropriateness of the location of the unit for household needs.



Occupancy and Unit Size Standards

The ideal occupancy ratio is 1.5 persons per bedroom. Conditions that exceed two persons per bedroom are generally considered to be overcrowded. The family composition is somewhat flexible for the larger units, depending on the mix of adults and children and the relationships of the members of the household to each other. When selecting units, it is important to keep in mind that the needs of the resident may change. For example, a resident may enter the housing program as a single adult, and later reunite with family. Having the flexibility to move the family into an apartment that is appropriate for the size of the family is essential.

Housing Quality Standards

Housing used in this program must meet the Housing Quality Standards set forth by the Department of Housing and Urban Development (HUD). The building and housing unit selected for each participant must be clean, in good repair, and free from any conditions that could be dangerous or unhealthy for the family. It is possible that the building or unit may be good housing, but may require some repairs. If the repairs are made prior to occupancy, the housing may be acceptable for the program. The provider will 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.

An initial inspection report should be completed by the provider for each building and unit proposed for PSH rental assistance. A *Housing Quality Inspection Checklist*, or a similar housing assessment form, may be used for this purpose (see Appendix B). If the voluntary agency is leasing from a private landlord, it is acceptable for agency staff to complete the inspection. However, if the voluntary agency owns the unit, a third party with no interest in the property must perform the housing quality inspection. Each housing unit must also be re-inspected annually by the provider and all needed repairs must be made within 30 days of the inspection.

Participant Eligibility, Placement and Retention Strategies

PSH specifically targets a population of single adults and families in recovery who began a course of treatment and/or recovery when they were homeless. Participants either can be in formal treatment when they enter this Housing Program, may have completed formal treatment, or have never been in such formal treatment. An individual's path to recovery could include 12-step group participation, faith-based experiences, or any other personal recovery involvement. All eligible individuals and families that are referred to the PSH program will be placed in the program based on an assessment of their individual care needs. The screening and selection criteria will include an assessment of the individual's ability to live independently and willingness to participate in substance abuse treatment. Also, the individual should not present a danger to himself or others and the individual should not require a higher level of care than what is offered by the program.



Participant Eligibility

Providers must:

- determine that each individual or family being considered for participation in the PSH program meets all of the eligibility and income criteria;
- determine and document that the participant has a substance use disorder;
- determine and document that the participant is homeless or at risk of homelessness.
- determine and document that the participant's/household's **income** does not exceed 50 percent of the median income (very low income limits) for the locality; review and document the participant/household income on an annual basis. (Visit www.huduser.org/datasets/il.html for a listing of HUD income limits).
- calculate the participant's contribution toward the rent (30 percent of adjusted gross income, 10 percent of the gross income, or the shelter allowance amount established by the NYS State Office of Temporary and Disability Assistance, whichever is the highest.)

The eligibility of an individual seeking housing under PSH will be determined by the intake interview. A Biopsychsocial completed by a Qualified Health Professional (QHP) working on the case of the client; such as an outreach worker, case manager, shelter or drop-in center staff, will help determine eligibility. If a Biopsychsocial was not attached with the referral form, the accepting program assumes the responsibility of having one completed.

The interview process is the provider agency's time to screen the residents and make sure they fit not only OASAS criteria, but also the criteria of the agency. This is also where the case manager will begin their professional relationship with the potential resident. Therefore, it is important to ensure that staff is comfortable with the clients, as he/she will be making home visits. It is also important to identify any situations where the case manager may require accompaniment when visiting, as staff safety is always a priority.

The definitions of the criteria for eligibility for this program are:

“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 circumstances occurring within a 12-month period: recurrent substance abuse resulting in failure to fulfill major obligations at work, school, or home; recurrent substance use in situations that are 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. Referral material should include a diagnosis made by a physician or psychosocial note made by a QHP.

“Homeless” means anyone who is sleeping in an emergency shelter or drop-in center; in public or other places not meant for human habitation; living in transitional/supportive housing, but having come from the streets or emergency shelters; at risk of imminent homelessness due to a pending eviction or discharge with no subsequent residence identified



and lacking the resources and support networks needed to obtain access to housing. The individual may have been admitted to a homeless shelter or have gone to DSS and requested emergency housing.

“At risk of homelessness” includes persons who are in imminent danger of losing their present housing due to a sudden change in the building, the ownership or the life situation of the resident such as:

- the household has received an eviction notice;
- tenants in a building have been informed that a public safety condemnation is imminent;
- foreclosure proceedings are pending on the household’s rental housing;
- the household is in an extreme overcrowded situation (the number of persons exceeds health and/or safety standards for the units’ size);
- the person is living in an environment that may jeopardize their recovery (i.e., active substance use; drug sales) and has no financial means of immediately securing alternative permanent housing;
- sudden and significant loss of income for the household;
- sudden loss of existing physical accommodations (i.e., elevator no longer works);
- the building has sustained significant damage such as fire, loss of water, loss of heat.

Once an individual is deemed appropriate and is accepted to the program, all of the original paperwork should be maintained in their chart.

Occupancy Agreement

Each provider must develop an Occupancy Agreement for its PSH program. The Occupancy Agreement should also include a provision requiring individuals participating in the program to take part in the supportive services provided through the program as a condition of continued occupancy. The Occupancy Agreement should also include information regarding termination and due process. Each participant must agree to supply the information or documentation necessary to verify their income and update this on an annual basis. Provider agencies should include this in the Occupancy Agreement. A sample Occupancy Agreement, may be found in Appendix B.

Income Limits

Annual income includes payments from all sources received by members of the family who are not minors. All of the following income must be counted: the gross amount, before any payroll deductions, of wages, overtime pay, and tips; Social Security Disability Income (SSDI); Supplemental Security Income (SSI); pension; Temporary Assistance to Needy Families (TANF); public assistance; unemployment benefits; workers compensation; and interest, dividends, and subsistence payments to full-time students or veterans.



Calculating Tenant Income and Rent

The definitions of annual gross income, adjusted income, and welfare rent and the allowable deductions and adjustments to income are described in detail in CPD Notice 96-3. (Appendix B). A few things to keep in mind when making these calculations are:

- Types of income that must be included are employment income, Social Security, TANF and public assistance, unemployment benefits, and disability or worker's compensation.
- Some income may be eligible for exclusion. Examples include income earned by children under age 18, payment received for the care of foster children or adults, and reimbursement for the cost of medical expenses. These amounts are subtracted from household income before the rent contribution is calculated.
- Some expenses can be deducted from the income calculation. These include a flat \$400 deduction for those who meet the federal disability definition (in this case, chemical dependency is not considered an eligible disability, but mental illness and HIV/AIDS are), as well as child care, medical care, and other allowable expenses.
- The HUD-determined "utility allowance" must be used to calculate the cost of heat and electricity. Utility allowances may be obtained from the local Public Housing Authority.

To determine the appropriate rent payment for a PSH participant, program providers should complete a "Tenant Rent Calculation Worksheet" (see Appendix B).

Income Recertification Requirements

Program providers must reexamine participants' income at least annually and make any needed adjustments to the participants' rent contribution amount. The PSH participant may request an interim reexamination if there is a change in family composition (such as the 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.

If the income of an individual or family increases while they are participating in the PSH program, they are allowed to remain in the unit. When the amount that the family is required to pay towards the rent under PSH guidelines equals or exceeds the total rent amount of the unit, the unit is, in effect, no longer being subsidized, and, depending on the type of program and the preference of the landlord, the individual or family can remain in that unit, with the lease being put in the family's name instead of the agency's name.

Vacancies

If a unit receiving PSH rental assistance is vacated before the expiration of the occupancy agreement, rental assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless the unit becomes occupied by another



individual eligible for the PSH program. No additional assistance will be paid until the unit is occupied by another eligible individual.

Units left unoccupied by individuals in the PSH program receiving inpatient care, not exceeding 30 days for each occurrence, will not be considered vacant.

Ensuring Participant Retention through Appropriate Services

Supportive services are the key to retaining PSH participants in housing. Provider agencies will have the skills and experience working with homeless and disabled clients to provide the support necessary to keep their clients housed. In particular, you must offer intensive case management, ongoing supportive services, and appropriate housing. Providing the level of service required to keep participants in their housing is essential to a successful program. Identifying appropriate supportive services is best done as a two-step process.

Developing a short-term service plan during the initial intake process helps clients begin to identify goals and understand how to achieve them. This initial plan is meant to begin the cycle of setting goals, participating in services, and attaining those goals. It is not designed to be a comprehensive service plan for the client. Once engaged in services, case managers can then further develop the initial service plan and detail the client and the case manager actions necessary to achieve these goals. This two-step process helps adjust clients to case management and goal setting which may be intimidating at first. Examples of an initial service plan and an ongoing case management service plan are included in Appendix B. Service plans should be updated quarterly with the resident's input. Case notes should be kept which document the participant's progress, with updates as goals are accomplished.

OASAS' expectations of the case management are as follows:

- A service plan should be developed at the time of intake, with the program participant and case manager establishing goals to be accomplished.
- There should be regular updates of the service plan, updating goals as previously-established goals are accomplished.
- Assist in the selection of the apartments; ensure they located in safe neighborhoods, and that the unit size is adequate for the size of the family.
- Ensure that the supportive services are appropriate and adequate to the special needs of the participant – for long-term clients, encourage more self-sufficiency and independence as applicable.
- Case notes, which document the participant's progress should be completed regularly, signed and dated by the case manager.
- Advocate for the client in receiving entitlements.
- For clients who relapse, ensure that the client was referred to the appropriate level of care.
- A discharge plan/summary, which documents the reason(s) for discharge, including the events which led to the discharge, as well as the participant's destination (i.e., unsubsidized housing, treatment program, voluntarily leaving the program, etc.) must be completed as necessary.



A technique that could be beneficial in the administration of services to the program participants is to create a service team including Case Management and Employment Services.

PSH participants will receive close supervision in the first three months of the program. To maintain such frequent contact with the participants, case manager caseloads need to be small. When services are intensive, a team approach helps to make sure the staff are able to fulfill their responsibilities. Some service providers for the other housing programs have created multidisciplinary teams who meet regularly to discuss the progress of individual clients and make appropriate service recommendations. Case managers can benefit from sharing experiences and information with their peers about the particular needs of this client population and the resources that are available. Clients benefit by having supportive service plans that reflect their input as well as the input of multiple professionals. Providers can also utilize the results of these team meetings to identify gaps and redundancies in service.

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.

Separating Staff Responsibilities: Apartment-Related 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 paying rent, meeting housekeeping expectations, and notifying the housing manager of any problems with the room or 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 providers 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.

Staff Training

It is important for the OASAS PSH program's staff to receive trainings in areas that include, but are not limited to: substance abuse; mental health; chronic health conditions, including HIV/AIDS; cultural competency; and broad-based prevention strategies.



Supportive Services Delivery and Outcomes

As contractors, program providers must find efficient ways to collect and aggregate the information; both for meeting OASAS reporting requirements and for their own project and contract management purposes. The PSH program requires that contractors provide intensive client-centered Case Management services and provide or link participants to support services that are reported in the charts and the contractor's Annual Status Report to OASAS. Contractors must track participant progress in the PSH project, including stability in housing, changes in skills and income, and changes in levels of self-determination. During the start up phase of the project, providers should expect OASAS Housing staff to call regularly to track the progress of the rent up and program development.

Documenting Client Progress

Providing appropriate case management and supportive services is essential to helping program participants maintain housing stability and reach greater self-sufficiency. Clients' 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.

Among this 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 clients, examples of progress include remaining drug-free, taking medication regularly, or continued engagement in services. These should be documented as progress for individual clients.

Termination of Assistance

PSH providers are permitted to terminate assistance to an individual participating in the program who violates program requirements or conditions of occupancy. Provider agencies must exercise judgment and examine all extenuating circumstances in determining when violations are severe enough to warrant termination, so that an individual's assistance is terminated only in the most severe cases. **It should be noted that the purpose of the PSH program is to provide permanent housing for persons with disabilities; therefore, every effort should be made to assist participants in retaining their housing. Failure to comply with substance abuse treatment should not, in itself, be reason for termination from the program, unless such a relapse is a serious threat to the safety of the participant and/or others.** Instead, every effort should be made to assist the participant in obtaining treatment while maintaining their housing. Events leading to a termination should be clearly documented in the program participant's chart. The provider is allowed to retain an apartment for up to 30 days for program participants who have sought in-patient substance abuse treatment and intend to return to their apartment after the completion of treatment. The provider may resume assistance to an individual whose assistance has been terminated.



Due Process

In terminating assistance to an individual participating in the program, the provider must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

- Written notice to the participant containing a clear statement of the reasons for termination;
- A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Prompt written notice of the final decision to the participant.

Program Administrative Responsibilities

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

Collecting Annual Status Report Data

In addition to the documentation of services discussed in the last section, the OASAS Annual Status Report (ASR) for PSH (and other OASAS direct contract housing programs) 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.

Achieving Independence

With the aide 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 some of these PSH participants into alternative housing over time increases their progress toward self-sufficiency and opens up PSH rental assistance to new participants. The goal of PSH is to aide 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. 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. 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.

Enhancing Your PSH Program

Through ongoing case management and other supportive services offered through the PSH program, participants will become more independent, more self-sufficient and achieve gainful employment. As the amount of the participant's income increases, the amount of their contribution toward the rent will also increase. As a result, the amount of rental subsidy that the agency requires from the budget will decrease. During this time, agencies will begin to see a surplus of funds in their PSH budget. Increases in client contributions will NOT result in a decrease in the net deficit budget. Agencies with surplus funds are encouraged to utilize the funding to enhance their PSH program. Programs should carefully examine the progression of their PSH program to determine how they may best enhance the program. Some examples of program enhancement may be renting an additional apartment, or increasing the amount of case management or employment services. Providers have the flexibility to grow their program based on the needs of the current participants as well as the community it serves.

Conclusion

There are a few key themes underlying all successful PSH projects that are highlighted throughout this booklet. In general, an effective project depends on the following:

- **Advance planning.** An understanding of the environment that the project will operate within is essential to a project's success. This includes knowing the size and needs of the target population to be served, identifying the site or sites where the housing will be provided, and lining up the service providers who will provide the crucial supportive services needed to stabilize the PSH participants in permanent housing.
- **Streamlining administration to create greater efficiencies.** Streamlining administration creates greater efficiencies in project implementation. Prior to program operation and implementation, existing materials for documenting programmatic reporting requirements should be identified or new materials developed that facilitate the provision of client services and the administration of the contract. These may include forms that develop case management plans and track tenant rent contributions.



- **Collaboration is essential.** Collaboration among OASAS, PSH providers and community-based service providers is essential to the success of a PSH project. Clear and ongoing communication between the contractor and the provider or providers ensures that roles and responsibilities are clearly identified. Holding regular group meetings will allow for the exchange of information and ideas among the state and providers. This, in turn, enhances the effectiveness and quality of the program for the participants.



Appendix A – Client Chart Set-up

OASAS Upstate Permanent Supportive Housing Operations Guide

Participant File Listing

Intake Information:

- Participant Intake Form
- Referral Paperwork (including Biopsychsocial) from referring agency
- Participant Occupancy Agreement (signed, dated)

Apartment Information:

- Initial Housing Quality Standards Inspection
- Annual Housing Quality Standards Re-inspections/Updates
- Current Lease with Landlord (signed, dated)

Service Plan and Quarterly Updates:

- Participant Service Plan Form
- 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.

Release:

- Release and consent forms
- Release of Information as needed (i.e. DSS, doctors, therapists, other human resource agencies, etc.)

Correspondence:

- Correspondence to or from participants
- Correspondence to or from outside parties



Appendix B – Administration Forms

OASAS Upstate Permanent Supportive Housing Program Management Guide

Forms and Resources

Intake Form

Supportive Services Plan

Sample Participant Occupancy Agreement

Housing Habitability Standards Inspection Form

Sample Lease

Tenant Rent Calculation Worksheet

Monthly Statement of Expenses



***Upstate Permanent Supportive Housing Rental Assistance
Intake Form***

Name: _____ Date: _____

Date of Birth _____ SS# _____

Referring Agency: _____ Referral Person _____

Case Manager: _____ Phone Number: _____

Current Residence If Any: _____

Phone Number or Other Means of Contact: _____

Alternate Means of Contact: _____

Copy of referral is attached: _____

Current Living Situation:

Please check one:

Non-housing(street, car, park, etc)	
Emergency shelter	
Transitional housing after having been homeless	
At risk of homelessness	

Is documentation to support the individual's homeless status attached? _____

What is the qualifying disability? _____

Is documentation from a professional qualified to make a disability determination attached? _____

Name of the most recently completed treatment program: _____

Name of program currently attending (if applicable): _____

Individual's Demographics:

Ethnicity:

Hispanic or Latino	
Non-Hispanic or Non-Latino	

Race:

American Indian/Alaskan Native	
Asian	



Black/African American	
Native Hawaiian/Other Pacific Islander	
White	
American Indian/Alaskan Native & White	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & Black/African American	
Other Multi-Racial.	

Special Needs Program Qualifications: *(For primary program participant only, please check all that apply):*

Alcohol abuse	
Drug abuse	

Other: *(please check all that apply)*

Developmental Disability	
Physical Disability	
Domestic Violence	
Mental Illness	
HIV/AIDS and related diseases	
Other (please specify)	

Total Monthly Income from Each of the Following Sources:

Supplemental Security Income (SSI)	
Social Security Disability Income (SSDI)	
Social Security	
General Public Assistance	
Temporary Aid to Needy Families (TANF)	
Child Support	
Veteran's Benefits	
Employment Income	
Unemployment Income	
Medicare	
Medicaid	
Food Stamps	
Other (please specify)	
No Financial Resources	

Bank Accounts:

Type of Account	Bank Name and Address	Amount
Checking		
Savings		

Other Assets: _____



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
- Form of identification with photo (i.e., driver's license, non-driver's license)
- Documentation of income (i.e., SSI/SSD, PA, pay stubs, etc.)
- Documentation of disability (letter from treatment provider, primary care provider, signed by professional qualified to make the diagnosis)
- Documentation of homelessness or at-risk of homelessness (i.e., letter from DSS; letter from emergency shelter; biopsychsocial)



Upstate Permanent Supportive Housing Service Plan

Participant Name: _____ Address: _____

Participant Goals	Short Term Plan	Long Term Plan	Completion Date
Example: John wants to gain regular employment.	Example: John will meet with assigned case manager for an assessment of skills and options.	Example: John will work with the Employment Counselor to become gainfully employed.	Example: 1 year

I, _____, have worked with and agreed upon the above goals with my case manager.
 In order to achieve Goal #1 I will: _____
 In order to achieve Goal #2 I will: _____
 In order to achieve Goal #3 I will: _____
 I will meet with my Case Manager to assess my progress and update my goals as needed Quarterly.

 (Participant Signature) (Date)

 (Case Manager Signature) (Date)



Sample Participant Occupancy Agreement

As a participant in the _____ Upstate Permanent Supportive Housing program, I
(*Provider Agency*)
agree to comply with the following requirements:

1. _____ I will not abuse alcohol or other substances and will only take prescribed drugs as recommended by my physician.
2. _____ I agree to work on achieving the goals that I have set and to participate in all supportive services indicated in my Supportive Services Plan.
3. _____ I agree to pay my portion of the rent in full and on time.
4. _____ I agree to report any changes in my income promptly to (provider) and agree to participate in an annual income review.
5. _____ I agree to abide by all terms of the lease for the apartment in which I reside.
6. _____ I agree not to engage in any illegal activities while participating in the Upstate Permanent Supportive Housing program.
7. _____ 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.
8. _____ I agree to meet with my Case Manager/Counselor as my service plan indicates.
9. _____ I agree to regular home visits made by my Case Manager/Counselor.
10. _____ 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.]
11. _____ I agree to sign all appropriate release forms.
12. _____ 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.
13. _____ 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 Upstate Permanent Supportive Housing 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 after one month, although it is automatically renewable on a month-by-month basis, unless prior written notice is provided by either participant or (provider).

Agency Staff: _____ Date: _____

Resident: _____ Date: _____

Witness: _____ Date: _____



Housing Quality Standards (HQS) Inspection Form

A. General Information

Date of Inspection: _____

Address of Inspected Unit:

Street: _____
City: _____ County: _____ State: _____ Zip: _____

Name of Participant: _____

Current Address of Participant:

Street: _____
City: _____ County: _____ State: _____ Zip: _____
Current Telephone Number _____

B. How to Fill Out This Checklist

Proceed through the inspection as follows:

Area	Checklist Category
Room by Room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
Outside	6. Building Exterior
Basement or Utility Room	7. Heating and Plumbing
Overall	8. General Health and Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, check one box only (e.g., check one box only or item 1.4 "Security," in the Living Room).

In the space to the right of the description of the item, if the decision on the item is "Fail," write what repairs are necessary.

Also, if "Pass" but there are additional code items or items not consistent with rehab standards or area codes, write these in the space to the right.



1. LIVING ROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
1.1	LIVING ROOM PRESENT Is there a living room?			
1.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working light fixture?			
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
1.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
1.5	WINDOW CONDITION Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?			
1.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
1.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
1.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
1.10	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
1.11	OTHER			
1.12	OTHER			

Notes: (Give Item #)



2. KITCHEN

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.1	KITCHEN AREA PRESENT Is there a kitchen?			
2.2	ELECTRICITY Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	ELECTRICAL HAZARDS Is the kitchen free from electrical hazards?			
2.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
2.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
2.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
2.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
2.10	STOVE OR RANGE WITH OVEN Is there a working oven and a stove (or range) with top burners that work?			
2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			



2. KITCHEN

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.12	SINK Is there a kitchen sink that works with hot and cold running water?			
2.13	SPACE FOR STORAGE AND PREPARATION OF FOOD Is there space to store and prepare food?			
2.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
2.15	OTHER			
2.16	OTHER			

Notes: (Give Item #)



3. BATHROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
3.1	BATHROOM (see description) Is there a bathroom?			
3.2	ELECTRICITY Is there at least <i>one</i> permanently installed light fixture?			
3.3	ELECTRICAL HAZARDS Is the bathroom free from electrical hazards?			
3.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
3.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
3.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
3.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT Is there a working, permanently installed wash basin with hot and cold running water in the unit?			
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in			



3. BATHROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
	the unit?			
3.13	VENTILATION Are there operable windows or a working vent system?			
3.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
3.15	OTHER			
3.16	OTHER			

Notes: (Give Item #)



4. OTHER ROOMS USED FOR LIVING AND HALLS

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
4.1	<p>ROOM CODE and ROOM LOCATION:</p> <p>right/left _____</p> <p>front/rear _____</p> <p>floor level _____</p>	<p>ROOM CODES</p> <p>1 = Bedroom or any other room used for sleeping (regardless of type of room)</p> <p>2 = Dining Room, or Dining Area</p> <p>3 = Second Living Room, Family Room, Den, Playroom, TV Room</p> <p>4 = Entrance Halls, Corridors, Halls, Staircases</p> <p>5 = Additional Bathroom</p> <p>6 = Other</p>		
4.2	<p>ELECTRICITY</p> <p>If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?</p>			
4.3	<p>ELECTRICAL HAZARDS</p> <p>Is the room free from electrical hazards?</p>			
4.4	<p>SECURITY</p> <p>Are <i>all</i> windows and doors that are accessible from the outside lockable?</p>			
4.5	<p>WINDOW CONDITION</p> <p>If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?</p>			
4.6	<p>CEILING CONDITION</p> <p>Is the ceiling sound and free from hazardous defects?</p>			
4.7	<p>WALL CONDITION</p> <p>Are the walls sound and free from hazardous defects?</p>			
4.8	<p>FLOOR CONDITION</p> <p>Is the floor sound and free from hazardous defects?</p>			
4.9	<p>LEAD PAINT</p> <p>Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?</p>			
4.10	<p>WEATHERSTRIPPING</p> <p>Is weather stripping present and in</p>			



4. OTHER ROOMS USED FOR LIVING AND HALLS

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
	good condition on all windows and exterior doors?			
4.11	OTHER			
4.12	OTHER			

Notes: (Give Item #)



5. ALL SECONDARY ROOMS NOT USED FOR LIVING

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
5.1	NONE. GO TO PART 6			
5.2	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable in each room?			
5.3	ELECTRICAL HAZARDS Are all these rooms free from electrical hazards?			
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature" explain hazard and means of control of interior access to room.			
5.5	OTHER			
5.6	OTHER			

Notes: (Give Item #)



6. BUILDING EXTERIOR

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
6.1	CONDITION OF FOUNDATION Is the foundation sound and free from hazards?			
6.2	CONDITION OF STAIRS, RAILS, AND PORCHES Are all the exterior stairs, rails and porches sound and free from hazards?			
6.3	CONDITION OF ROOF AND GUTTERS Are the roof, gutters and downspouts sound and free from hazards?			
6.4	CONDITION OF EXTERIOR SURFACES Are exterior surfaces sound and free from hazards?			
6.5	CONDITION OF CHIMNEY Is the chimney sound and free from hazards?			
6.6	LEAD PAINT: EXTERIOR SURFACES Are all exterior surfaces which are accessible to children under seven years of age <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated or covered</i> to prevent exposure of such children to lead based paint hazards?			
6.7	MOBILE HOMES: TIE DOWNS If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check "Not Applicable."			
6.8	MOBILE HOMES: SMOKE DETECTORS If unit is a mobile home, does it have at least one smoke detector in working condition? If not a mobile home, check "Not Applicable."			
6.9	CAULKING Are all fixed joints including frames around doors and windows, areas around all holes for pipes, ducts, water faucets or electric conduits, and other areas, which may allow unwanted air flow appropriately caulked.			
6.10	OTHER			



6. BUILDING EXTERIOR

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
6.11	OTHER			

Notes: (Give Item #)



7. HEATING, PLUMBING AND INSULATION

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
7.1	<p>ADEQUACY OF HEATING EQUIPMENT</p> <p>a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?</p> <p>b. Is the heating equipment oversized by more than 15%?</p> <p>c. Are pipes and ducts located in unconditioned space insulated?</p>			
7.2	<p>SAFETY OF HEATING EQUIPMENT</p> <p>Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?</p>			
7.3	<p>VENTILATION AND ADEQUACY OF COOLING</p> <p>Does this unit have adequate ventilation and cooling by means of operable windows or a working cooling system?</p>			
7.4	<p>HOT WATER HEATER</p> <p>Is hot water heater located, equipped, and installed in a safe manner?</p>			
7.5	<p>WATER SUPPLY</p> <p>Is the unit served by an approvable public or private sanitary water supply?</p>			
7.6	<p>PLUMBING</p> <p>Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?</p>			
7.7	<p>SEWER CONNECTION</p> <p>Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back up?</p>			
7.8	<p>INSULATION</p> <p>Are the attic and walls appropriately insulated for regional conditions?</p>			
7.9	<p>OTHER</p>			



7. HEATING, PLUMBING AND INSULATION

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
7.10	OTHER			

Notes: (Give Item #)



8. GENERAL HEALTH AND SAFETY

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
8.1	ACCESS TO UNIT Can the unit be entered without having to go through another unit?			
8.2	EXITS Is there an acceptable fire exit from this building that is not blocked?			
8.3	EVIDENCE OF INFESTATION Is the unit free from rats or severe infestation by mice or vermin?			
8.4	GARBAGE AND DEBRIS Is the unit free from heavy accumulation of garbage or debris inside and outside?			
8.5	REFUSE DISPOSAL Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?			
8.6	INTERIOR STAIRS AND COMMON HALLS Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on stairways, absent or insecure railings; inadequate lighting, or other hazards?			
8.7	OTHER INTERIOR HAZARDS Is the interior of the unit free from any other hazards not specifically identified previously?			
8.8	ELEVATORS Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?			
8.9	INTERIOR AIR QUALITY Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?			



8. GENERAL HEALTH AND SAFETY

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
8.10	SITE AND NEIGHBORHOOD CONDITIONS Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the residents?			
8.11	LEAD PAINT: OWNER CERTIFICATION If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of compliance been obtained? If the owner was not required to treat surfaces, check "Not Applicable."			
8.12	OTHER			
8.13	OTHER			

Notes: (Give Item #)



Inspection Information

Information for potential landlords:

All rental units subsidized under the PSH program must be inspected and meet Housing Quality Standards (HQS) and applicable state and local standards. HQS are specific physical standards established by the Department of Housing and Urban Development (HUD) to ensure that Section 8 apartments start off and remain decent, safe and sanitary. OASAS has adopted them to ensure the housing provided in the awarded PSH is appropriate. The following summary is intended to help landlords prepare units for inspections, and does not cover every aspect of the applicable standards.

GENERAL REQUIREMENTS

- The unit must include a living room, kitchen, bathroom and one living/sleeping room for every two family members **regardless of age**.
- Ceilings and walls must be in good condition, with no large cracks, holes, peeling or chipping paint or loose plaster.
- Floors must be in good condition. The floor covering must not be curling or have loose edges or holes.
- Windows, including sills, frames and sashes must be in good operating condition and must open and close. There can be no broken, cracked or missing windowpanes. Windows must have permanently attached and adequate locks. Window guards are also required in windows in public hallways.
- All rooms must have either two working outlets or one working outlet and an overhead light or light fixture. All outlets, switches and electrical boxes must have covers with no exposed or fraying wires. All electrical splices must be properly contained in junction boxes with covers.

BUILDING INTERIOR AND EXTERIOR

- The apartment number must be the same number that was registered by the landlord and posted on the front entrance door.
- The building address must be clearly marked on the front entrance.
- The entrance door must have a working lock.
- The building must have working mailboxes.
- The building must be decent, safe, sanitary and free of roach or rodent infestation.
- All interior and exterior stairs and rails must be hazard free. Porches must be hazard free, also.
- The building must be free from high levels of air pollution caused from vehicular exhaust, sewer/fuel gas, dust and /or other pollutants.
- Exterior surfaces accessible to children under 6 years old must be free of any cracked or loose peeling paint and adequately covered to prevent exposure to lead paint.
- There shall be no blocked fire exits from the building.
- Elevators must be working and have current inspection certificates.

KITCHEN

- All stove burners must work. If the stove is equipped with a pilot light, the pilot light must light the burners. The oven must work and its door must close tightly. All parts must be functional.
- The refrigerator door gasket must be attached to the door, forming a proper seal.
- The sink must have hot and cold running water and a drain with a trap. The sink must be properly hooked to a sewer line. Neither the faucet nor the sink can leak or drip.
- There must be adequate food preparation and storage areas, with adequate means to dispose of food wastes.



BATHROOM

- There must be a private flush toilet fastened tightly to the floor.
- The bathroom sink must meet the same criteria as the kitchen sink.
- There must be a bathtub or shower.
- There must be adequate ventilation either from an operable window or an exhaust fan or vent.
- There can be no rotten or weak areas in the floor, nor any water damage.

BEDROOMS

- Each bedroom must have at least one window and must open and be large enough to use as an emergency exit.
- There must be a door, which can be closed.
- Each bedroom must measure at least 80 square feet.

HEATING

- There must be a heating system capable of heating the unit to a comfortable temperature. Furnaces must be serviced every two years and tested at the initial inspection.

SITE HAZARDS

- There can be no hazards on the site, such as dilapidated structures, trash, debris, unlicensed vehicles, non-maintained vegetation or wild animals.

SMOKE DETECTORS

- Smoke detectors must work.
- There must be at least one battery-operated or hard-wired smoke detector in proper working condition on each floor of the rental unit.
- There must be an alarm system with lights in each bedroom occupied by a hearing-impaired person.

CARBON MONOXIDE DETECTORS

- A battery-operated or hard-wired carbon monoxide detector is required in every apartment.
- Installation should be within 15 feet of the primary entrance of each bedroom or room used for sleeping.

LEAD-BASED PAINT

- Units built before 1978 and occupied by any child under age 7 cannot have any substantial chipping or peeling paint, either on the interior or exterior. Any such conditions must be treated as potential lead-based hazards. In any other units, any substantial chipping or peeling paint (interior or exterior), must also be avoided but will not be treated as potential lead hazards.

MOST COMMON CAUSES OF FAILED INSPECTIONS

Ceilings: damaged/cracked-severe
 buckling/bulging-severe
 chipping/peeling/blistering-severe

Windows: one or more do not stay up



cracked/broken/missing-severe

Floor tiles: loose or missing

Walls: damaged/cracked-severe
hole(s) in wall: large

Mouse droppings or roach infestation



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 an **Agency** participating in the Upstate Permanent Supportive Housing **Program**, a rental assistance program that is administered by the State of New York's 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 Upstate Permanent Supportive Housing 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, New York, 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.



Upstate Permanent Supportive Housing Tenant Rent Calculations

Tenant rent calculations for PSH programs will follow the same format and guidelines used to calculate tenant rent for HUD's Shelter Plus Care Programs.

HUD Notice Number: CPD 96-3, outlined below, contains pertinent information regarding tenant rent calculations. PSH programs should use this Notice as a guide and resource when completing the Tenant Rent Calculation Worksheet.

Tenant Rent Calculations FOR CERTAIN HUD MCKINNEY ACT PROGRAMS Notice Number: CPD 96-3

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Issued: March 22, 1996

1. Purpose. This Notice replaces Notice CPD-91-11 issued on April 11, 1991, and provides guidance for recipients under the following HUD programs:

- Supportive Housing Demonstration Program (SHDP). Tenant rental payments in the amount specified in section 3 below are required. (24 CFR 577.320; 578.320)
- Supportive Housing Program (SHP). At the recipient's discretion tenant rent may be charged but may not exceed the amount specified in section 3 below. (24 CFR 583.315)
- **Shelter Plus Care (S+C). Tenant rental payments in the amount specified in section 3 below are required. (24 CFR 582.310)**
- Section 8 Moderate Rehabilitation Program for Single Room Occupancy for Homeless Individuals (SRO). Tenant rental payments in the amount specified in section 3 below are required. (24 CFR 882.808)

2. Background.

The McKinney Act (42 U.S.C. 11301) as amended by the Housing and Community Development Act of 1992 (Public Law 102-550; approved October 28, 1992) established numerous programs to serve homeless persons, including SHDP, SHP, S+C, SRO, Emergency Shelter Grants (ESG) and Supplemental Assistance for Facilities to Assist the Homeless (SAFAH) ESG and SAFAH have no statutory provisions regarding rent payments. Therefore, they are not subject to this Notice. The Act also establishes the Safe Havens for Homeless Individuals Demonstration and Rural Homeless Housing Assistance programs. Because these two programs have neither received specific funding from Congress nor have had regulations issued for them by HUD, they, too, are not subject to the terms of this Notice.

Each of the programs subject to this Notice has its own treatment of family and disability which must be used when making income and rent determinations. Further, some programs have slightly different eligibility standards. See Attachment A to this Notice which contains a list of the relevant definitions as they apply to each program year. Beginning in 1993, all grant agreements have a copy of the applicable regulations as an Attachment A, which controls, notwithstanding future changes made to those regulations. As a result, starting with grants awarded in 1993, you should refer to that year's grant agreement form to identify the appropriate definitions. This does not apply to the SRO program because the obligating instrument for the program is an Annual Contributions Contract (ACC), not a grant agreement and the ACC does not contain the applicable program regulations as an attachment.



The term "resident" as used in this Notice means either homeless individual or an eligible person, either of which is residing in a facility operated under one of the programs subject to this Notice. These terms are defined by the program regulations for the particular program. The term "recipient" as used in this Notice means the organization responsible to HUD for administering any of the programs discussed in section 1 above. However, in SRO and the SRO component of S+C, if the recipient is not a PHA, it subcontracts with a PHA which is responsible for rent calculations.

3. 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.

4. 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 (551), 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.

5. 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.

6. 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.

7. 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.

8. 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.



Upstate Permanent Supportive Housing Tenant Calculation Worksheet

Name _____ Date Form Completed _____

Apartment Address _____

1. Income from all sources (1) _____
2. Income exclusion. (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.

Determination 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)_____



Upstate Permanent Supportive Housing Monthly Statement of Expenses

Instructions:

The following procedures must be followed in submitting Monthly Statement of Expenses to OASAS.

Back Up Documentation

The following back-up documentation must be kept in your files for review during site visits.

1. **Leases:** A lease for each tenant is required that indicates the client name, apartment address, total amount of rent due to the landlord, date of lease period. **A sublease between your agency and the tenant is not sufficient** because it does not indicate the total amount of rent charged by the landlord each month. Leases should be for the time period of the contract. If a lease expires during the contract period, it is your responsibility to provide the updated lease(s) as well.
2. **Tenant Rent Calculation Worksheet:** Each tenant in your program requires a completed tenant rent calculation worksheet in order to arrive at the tenant's portion of the rent. The calculation worksheet must be completed annually.

Monthly Statement of Expenses

This form is to be completed monthly and represents an accounting of your expenses against your contract budget. **The form contains three (3) sections, each of which must be completed.**

1. You must complete the identification section of the form including the Provider Name, OASAS Contract #, Contract Period, Report Month and the Total # of Apartments supported by the Contract.
2. You must complete the Apartment/Rental section of the form as follows:
 - Apartment Address – apartment # and address of each apartment supported by the contract.
 - Unit Type – Studio, 1 Bedroom and 2 Bedroom.
 - Base Rent – represents the amount of the actual rent or the Current Fair Market Rent (whichever is lower) for each apartment.
 - Calculated Tenant Share – represents the amount calculated as the tenant share (regardless of what was paid to you by the tenant that month) during the Report Month.
 - Reimbursable Subsidy – represents the portion of the rent reimbursable by the PSH contract.
 - Basis for Calculation of Tenant Share – represents the basis for the calculation of the tenant share; was it based on Public Assistance, or the 30% of income rule.



- Date Last Recertified – represents the date that the Tenant Share was last calculated; must be recalculated at least annually.
3. You must complete the Current Fair Market Rent section of the form. This section represents the Current Fair Market Rent for each apartment type as issued by the US Department of Housing and Urban Development (HUD). Please refer to the following HUD Website: <http://www.huduser.org> – click into Topics, then Fair Market Rents.

Monthly reports must be submitted timely (within 30 days after the end of each month) to ensure a steady flow of funds to the provider and to enable OASAS to monitor the contract.



OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
1450 Western Avenue
Albany, New York

Upstate Permanent Supportive Housing Project
Monthly Statement of Expenses

Provider Name _____
 OASAS Contract # _____ Contract Period _____
 Report Month _____
 Total # of Apartments Supported by Contract _____

<u>Apartment Address</u>	<u>Unit Type</u> (Studio, 1BR, 2BR)	<u>Base Rent</u>	<u>*1 Calculated Tenant Share</u>	<u>*2 Reimbursable Subsidy</u>	<u>*3 Basis of Calculation of Tenant Share (30% or PA)</u>	<u>Date Last Recertified</u>
1	- \$	= \$	= \$	= \$		
2	- \$	= \$	= \$	= \$		
3	- \$	= \$	= \$	= \$		
4	- \$	= \$	= \$	= \$		
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10	- \$	= \$	= \$	= \$		
11	- \$	= \$	= \$	= \$		
12	- \$	= \$	= \$	= \$		
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16	- \$	= \$	= \$	= \$		
17	- \$	= \$	= \$	= \$		
18	- \$	= \$	= \$	= \$		
19	- \$	= \$	= \$	= \$		
20	- \$	= \$	= \$	= \$		
21	- \$	= \$	= \$	= \$		
22	- \$	= \$	= \$	= \$		
23	- \$	= \$	= \$	= \$		
24	- \$	= \$	= \$	= \$		
25	- \$	= \$	= \$	= \$		
Carried Over from Other Pages *4	- \$	= \$	= \$	= \$		
TOTAL	\$	\$	\$	*2		

Current Fair Market Rent

Studio \$ _____
 1 Bedroom \$ _____
 2 Bedroom \$ _____

Footnotes:

- *1 Calculated Tenant Share represents the amount calculated for receipt, not the actual received amount (if different).
- *2 Total PSH Subsidy must equal amount Claimed in the Current Month for Rent.
- *3 30% of Income or Public Assistance (PA)
- *4 If # of Apts exceeds 25, please attach additional sheets

