



Office of
Mental Health

2019

SUPPORTIVE HOUSING GUIDELINES



NEW YORK STATE
OFFICE OF MENTAL HEALTH

SCATTERED AND SINGLE-SITE SUPPORTIVE HOUSING GUIDELINES

2019

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SCATTERED AND SINGLE-SITE SUPPORTIVE HOUSING GUIDELINES

I. Applicability

These Supportive Housing Guidelines apply to the operation of permanent supportive housing units funded by the NYS Office of Mental Health (OMH) either through direct contract or through Local Government Unit (LGU) contracts. Supportive Housing settings include scattered-site or single-site developments, specifically including units developed under OMH's Supportive Single Room Occupancy (SP-SRO) initiatives or the Empire State Supportive Housing Initiative (ESSHI).

II. Target Populations

All individuals served in OMH Supportive Housing must have a primary diagnosis of serious mental illness (SMI). Persons diagnosed with serious mental illness are persons aged 18 and older who have a current mental illness diagnosis as per the DSM-V (or any subsequent edition) and experience substantial impairments in functioning due to the severity of their clinical condition.

Specifically, these adults currently experience substantial dysfunction in a number of areas of role performance or are dependent on substantial treatment, rehabilitation, and support services in order to maintain functional capacity. Furthermore, they have experienced substantial impairments in functioning due to mental illness for an extended duration on either a continuous or episodic basis. (See the definition of "serious mental illness" in the Glossary).

Although there are no income requirements for Supportive Housing eligibility, residents generally have low or very low income. Most individuals living in Supportive Housing receive Supplemental Security Income (SSI) due to their mental illness. The Housing Provider should

document proof of eligibility at time of admission. This documentation should remain in the resident's file for the duration of their stay.

Individuals eligible for admission to Supportive Housing include those being referred from priority settings. These include persons being discharged from State-Operated Psychiatric Centers or state-operated residential programs; persons being discharged from Article 28 psychiatric inpatient hospital care; young adults being discharged from Residential Treatment Facilities or Children's Community Residences; residents of OMH-licensed housing, adult homes, nursing homes, voluntary or municipal homeless shelters or individuals living on the streets; persons with high-cost Medicaid use; the forensic population; and persons under an Assisted Outpatient Treatment order. Additionally, OMH and localities may identify other priority populations and eligibility criteria through Requests for Proposals (RFPs) and/or the Single Point of Access (SPOA) process. Providers are expected to maintain occupancy in Supportive Housing at a 90% occupancy rate. OMH may reallocate units when significant vacancies exist.

Please note that there may be additional contractually-based housing eligibility criteria or requirements depending upon the area of the State or the specific housing initiative through which the housing units were awarded. For example, in NYC, the submission and approval of the HRA 2010E housing application is currently required for most types of OMH-funded housing. Contracts for Supportive Housing may be directly with OMH (including ESSHI and SP-SROs) or through Local Government Units (LGU's), funded by OMH through State Aid Letter. OMH staff or LGU staff, as applicable, will engage in periodic monitoring of Supportive Housing programs. This may include, but is not limited to: a) a review of tenant records (leases, rent calculations, referrals, etc.); b) program and services review (policies and procedures on services engagement, support plans, etc.); c) property review (inspection of units, maintenance records and practices, etc.); and d) interviews with tenants and residential staff. Supportive Housing providers are expected to

make such records available and make reasonable efforts to allow access to units upon request. Monitoring will typically occur at least once during the term of the contract, or more frequently if corrective action is required.

ESSHI projects may involve tenant populations other than individuals with a serious mental illness. Therefore, monitoring for such projects may be conducted collaboratively, involving staff from other ESSHI Interagency Workgroup agencies with expertise and oversight responsibility particular to the population(s) served in the project, and/or monitoring tools developed by those agencies.

The Child and Adult Integrated Reporting System (CAIRS), Additional Reporting Requirements, and Oversight/ Monitoring

The Office of Mental Health maintains a system that tracks all admissions to and discharges from OMH-licensed and/or OMH-funded, non-licensed funded housing, including Supportive Housing. Entries to this system are made by the provider at the time the resident is admitted via the Web-based CAIRS application. This system contains information concerning the resident's demographics (e.g. age, race, sex). The Provider is expected to update the system within seven days of either the resident's entry into or leaving Supportive Housing, including the date the resident moves in or leaves as well as the type of residential setting he/she was referred from or is moving into.

CAIRS data is used to provide information concerning resident demographics, program performance indicators, program vacancy rates, and other factors that OMH officials, localities, and voluntary agencies can access to better inform administrative oversight of residential programs. All contracted residential providers, whether through local county contract or direct

state contract, are required to participate in the CAIRS system. Providers are referred to their OMH Field Office for more information concerning this system.

III. Supportive Housing Description

Supportive Housing is intended to ensure that resident options in choosing preferred long term or permanent housing are enhanced through:

1. Increasing the availability of safe and affordable housing options;
2. Ensuring the provision of community supports necessary to assist residents in succeeding in their preferred housing and to meaningfully integrate them into the community; and
3. Helping residents remain in the housing of their choice while services change to meet their varying needs.

The following section details three areas to guide Providers, and the local mental health system, in fulfilling these goals. These areas are: Resident Participation, Access to Housing, and Housing Support Services.

Resident Participation

Residents play an integral role in Supportive Housing, including active involvement in the choice of housing; type, frequency and intensity of services; and in the exercise of their rights and responsibilities as tenants and individuals.

- To the extent that options permit (including availability and funding), residents play an active role in the choice of location and living arrangement for their housing.
- Services are available to help residents make choices and develop the skills necessary to remain stably housed.
- Outreach is provided to prospective residents by the Provider to ensure resident awareness of Supportive Housing and encourage resident participation.
- Providers should establish a formal system (such as satisfaction surveys, resident councils, etc.) to ensure residents have input into development and implementation of agency supportive housing practices.

- Providers will give explicit written tenant's rights and grievance procedures to tenants upon enrollment in the Supportive Housing program. A copy of these policies, signed by the resident should be maintained in the resident's file.
- All residents in Supportive Housing should be granted a lease, preferably directly between the tenant and the landlord. If a direct lease is not used, the Provider should enter in a sublease with the tenant.
- Residents are given opportunities to develop peer to peer supports.
- Providers will explicitly document tenants' receipt and acknowledgement of written rights and grievance procedures upon enrollment in the Supportive Housing program. This verification will include tenant signature, and it is expected that providers will review rights and grievance procedures with tenants quarterly during review of the support plan.

The Provider should also enter into an agreement with the resident that outlines the minimum requirements of Supportive Housing. This includes the development of a support plan, a monthly face-to-face contact, a home visit as needed based on the support plan or emergent needs but at least once every three months, and income verification at least annually. The resident should be advised that support staff should have access to their apartment for periodic visits and annual income verification. Advisement should also include that non-compliance may jeopardize the resident's Supportive Housing rental stipend and support services.

Prior to terminating a resident from Supportive Housing, the Provider should discuss the specific situation with the Field Office. In addition, the Provider should be able to document all interventions (e.g. case conferences, referrals, and attempts) to re-engage the resident.

Wherever possible, residents should be involved in selecting furnishings for the units they will occupy. In the event that a resident elects to leave the Supportive Housing unit and move to an independent apartment in the community, any refund of the rent, security or utility deposits should be placed at the resident's disposal to pay those costs for the new unit. Residents in a Supportive Housing program who wish to move to a different supportive apartment should work within the parameters of their lease or sublease, funding availability and geographic area covered

by the Provider. Rental stipends are not transferable to a different supportive housing provider should the resident elect to move. If a Provider determines that the rental unit is no longer suitable, the resident should be involved in the process of finding a new apartment and moving.

In the event that a Supportive Housing resident experiences an unavoidable absence from their apartment, it is expected that the Provider take necessary action to ensure that the resident does not lose the apartment during their absence. Housing is not lost during unforeseen absences of short duration. Providers should contact the Field Office as soon as possible to discuss such cases and make a determination of whether it is reasonable to hold the bed based on the specific situation and the needs of the resident. If the resident has income, he/she would still be required to pay 30% of their income towards rent and utilities during the absence.

Access to Housing

Supportive Housing increases the availability of long term permanent housing to individuals with serious mental illness, and focuses on gaining access to safe, decent and affordable housing that is integrated within the broader community. Providers work with Supportive Housing residents to locate housing that matches the resident's preference and goals (Client Choice), taking into consideration available housing options, affordability, and access to services and support services. Client Choice is expected to be reasonable but not unlimited when locating available housing options and furnishings.

Although Supportive Housing providers may initially house a single adult, life situations change. Residents may get married, reunite with children or decide to live with a significant other. These are normal life events. A resident who wishes to live with non-recipients on a long term basis (usually minor or adult children, spouse, or domestic partner) should notify the housing

provider and discuss the implications of this life event. This includes determining if the housing is appropriate, any income eligibility limitations the housing may have, such as those imposed in Low- Income Housing Tax Credit (LIHTC) buildings, along with expectations on rent calculation and the lease or sublease. Family members or roommates are expected to contribute a proportional share of the rent. For example, in a household consisting of one Supportive Housing resident and a spouse, roommate or partner who is not receiving services, each would be responsible for 50% of the rent. A household consisting of a Supportive Housing resident, their adult child, and a roommate, each would be responsible for a third of the rent. In all instances, the Supportive Housing tenant's contribution toward the portion of the unit's rent for which he/she is responsible would be limited to 30% of their income. The Supportive Housing stipend would be used toward the remainder of the tenant's share (Please refer to the Rental Stipend Worksheet examples appended to these Guidelines). Minor children in the household who receive entitlements, are expected to contribute toward household expenses, whether or not they are the resident's children. Those family members, including minors, that do not have earned income are expected to apply for all applicable public benefits and contribute the portion designated for shelter to offset a proportional share of the rental cost.

Supportive Housing provides rent support to assist residents in securing affordable decent housing at a reasonable cost, and to encourage landlords to accept individuals with mental illness as low financial-risk tenants. Providers should utilize the United States Department of Housing and Urban Development (HUD) current Fair Market Rents and the local housing authority's utility allowances as a guideline for determining reasonable rental costs. Residents pay no more than one of the following toward reasonable rent and utility costs:

- 30% of the SSI Living Alone rate;
- 30% of net wages; or

- Shelter Allowance for those on Public Assistance (the portion of the Public Assistance intended for shelter will go towards rent. Residents who receive Public Assistance are also eligible for a utility allowance).

The amount of rent paid by the resident varies as the resident's income changes; the rent stipend varies accordingly. Residents' contribution towards rental amount and reasonable utilities should not exceed the total cost of the rent and utility amount of the apartment unit (see rental stipend worksheet and examples below).

All housing units should be located in buildings with governmental documentation of habitability that certifies the legal use and occupancy of the building and its units. Such documentation includes Certificates of Occupancy, Rental Certificates, or other local or municipality documentation that proves that the unit has been inspected and is approved for residential use. All units should have adequate heat and hot water and should be properly maintained by the landlord.

OMH expects access to these housing units to be provided in collaboration with the local governmental unit or SPOA process. Providers should also work expeditiously to secure apartment units and transition individuals into the unit upon receipt of referral and acceptance into the program. Continuity of care is an important component to recovery. As such, if an individual has lost their Supportive Housing placement due to a lengthy hospitalization, incarceration, or other institutionalization, and both the individual and former housing provider have a desire to re-establish the Supportive Housing relationship, priority status should be given to the individual for the next available Supportive Housing unit; this may be done outside the SPOA process if necessary, but with notification to the SPOA.

Access to suitable housing is facilitated by assisting the resident with establishing a household. Providers offer assistance to residents in locating a suitable apartment; lease

negotiation; and reviewing and understanding lease terms. The Provider should ensure that residents are afforded the same rights and responsibilities as other tenants. If housemates are involved, the Provider will facilitate cooperative housemate agreements on bill payments, division of household responsibilities, etc.

Supportive Housing funds assist residents in meeting initial expenses incurred in establishing residences. Such expenses may include, but are not limited to, brokers' fees, rent and security deposits (in scattered site apartments), utility installation fees, household furnishings, food, and moving costs. OMH Field Offices may provide a recommended checklist of basic furnishings upon request, although all items on the checklist should not be construed as a requirement for the Provider or a guarantee for Supportive Housing residents. When securing scattered site Supportive Housing units, Providers should include air conditioners with the initial set of furniture and furnishings if central air conditioning is not provided in the unit. In general, these expenditures, including furniture, should be viewed as non-recoverable expenses incurred to assist the resident in moving to independent community living. Except for SP-SROs, where furniture has been provided via other funding sources, furniture should remain with the individual in Supportive Housing. For individuals in shared units, minimally the bedroom furniture should remain with the individual leaving the unit. The resident is not, therefore, expected to reimburse the Provider for these expenses upon leaving Supportive Housing. The Provider bears primary responsibility for advocating for tenants and working with landlords to ensure that residents' apartments are safe and habitable, and that repairs are completed promptly. A Provider may use Supportive Housing funds to cover replacement furniture, new or used, as needed.

Providers may utilize funds from the operating subsidy to resolve situations that place the resident at risk of not meeting their basic needs, including the loss of housing. These funds are not intended to replace emergency funds available through the Department of Social Services or

other sources, and Providers should make every effort to access such funds before utilizing Supportive Housing funds to resolve emergency situations. Consistent with the Supportive Housing Contract and Budgeting Guidelines, eligible expenditures for these funds include:

- Furniture replacement or storage;
- Rent payment if someone is hospitalized and has no other resources or if someone's roommate moves out and a portion of the rent cannot be paid (time limited to 3 months);
- Minor repairs, if not the responsibility of the landlord;
- Emergency food, clothing, medications or medical supplies;
- Utility arrearages;
- Other reasonable housing related emergency problems or life needs which, if not addressed, could cause the resident to lose the housing.

Note that these payments and assistance are not to be provided on an ongoing basis, or where other entitlements or resources are available. Providers are afforded the flexibility within the operating subsidy to utilize these funds for such contingencies as needed. However, Providers must budget adequately to ensure that sufficient funds for such emergency purposes are available across all individuals being served in Supportive Housing in a timely manner to meet the intent of these guidelines. Furthermore, Providers are expected to document and claim these expenditures appropriately and in accordance with the Budgeting Guidelines.

Housing Support Services

Supportive Housing staff should provide outreach, assessment and referral services to prospective residents to ensure access to appropriate housing options and services. All services should be delivered in a manner which demonstrates understanding and respect for the diversity of the people being served. Services provided by the Provider will vary depending on the needs of the resident. Often the need for services provided by the Provider decreases over time as the

resident is more fully integrated into the community. Unique features of Supportive Housing include:

- Supports are flexible.
- Permanent supportive housing. Residents may remain in Supportive Housing as long as they need a rent subsidy and/or housing support services and they continue to meet their responsibilities as tenants.
- No program attendance or treatment requirements.

The services that are delivered by housing providers are best described as housing-related support services. These services include determining if an individual is eligible for Supportive Housing; conducting an individual housing needs assessment; developing an individual housing support plan; helping the individual with establishing a household, becoming acquainted with the local community and applying for entitlements; helping residents to understand their rights and responsibilities as tenants; instruction and assistance with resolving apartment and building maintenance issues; providing linkages to community resources and health home care coordination; and household management and budgeting assistance to ensure that rent and other expenses are paid.

In addition to the above housing support services, the Providers should assist the individual in securing generic housing subsidies such as Section 8 and facilitate resolution of issues with housemate(s) and/or neighbors. The availability of Section 8 vouchers may vary throughout the State.

The Provider should also provide instruction to residents on how to identify and address emergency situations including, but not limited to, when to call 911 or other emergency services and staying safe when heat advisories or evacuation orders are issued. Providers should ensure that individuals have means to contact emergency services and have a process for handling resident emergencies after hours and on weekends. Every Provider should have plans in place to contact and assist residents during area wide emergencies such as hurricanes, other natural

disasters or after a catastrophic event, and review such processes with residents. It is also especially important for the Provider to provide ongoing support to residents and landlords concerning housing-related issues during and after an emergency situation.

The Provider often plays a dual role in helping the resident maintain an amicable tenant/landlord relationship. As an advocate for the resident, the Provider should ensure that the tenant's rights are guaranteed by the lease and under applicable law and that the resident receives treatment equivalent to other tenants. Providers should advocate or work with the resident to have them advocate that the lease include provisions that rent may be withheld if the landlord fails to maintain the unit in habitable, good working order. However, the Provider should also be aware of the rights and concerns of the landlord, and should work with the tenant to meet tenant responsibilities. Providers should educate residents about landlord/tenant law and establishment of tenancy rights by guests; what it means to be a good neighbor; and the potential ramifications of not abiding by the terms of the lease.

Providers should develop written policies and procedures for rent collection, rental arrears and terminating tenancy, which should be included in the resident packet upon admission and discussed with the resident. The Provider should utilize and document an array of strategies and interventions to prevent someone from being evicted such as referrals to Adult Protective Services or other community based services, holding case conferences, etc. In addition, the Provider should provide a formal grievance procedure to residents.

The Supportive Housing approach is intended to foster integration of residents into the existing community services system. It is not intended that Providers be the sole sources serving Supportive Housing residents in the community. Rather, the focus of Providers should be to deliver those services necessary to establish the resident in their housing, and maintaining that housing until the services and rent stipend provided by the Provider are no longer needed, or can

be provided by transitioning the resident to other public housing subsidies or an affordable housing setting with local support services. This coordination of services is particularly critical in situations where the population to be served in Supportive Housing is a population “most in need” of service (e.g. individuals who are living in the streets or shelters, long-term psychiatric center residents) who may require a period of very intensive services when they first enter Supportive Housing. It is important that Providers work closely with the local governmental unit, county or SPOA entity, Health Home Entity and other community service providers to advocate for residents to receive the services they require while residing in Supportive Housing. While recognizing that some residents may not require additional community supports, non-residential services such as Health Home Care Management, Assertive Community Treatment (ACT), Personalized Recovery Oriented Services (PROS) and other complementary mental health services, may be needed to maintain an individual in the community.

In order to facilitate care coordination, OMH expects regular communication between the Provider and the involved Health Home care coordinator and/or mental health services provider, particularly to report observations and any needs identified during home visits. This communication is important to advocate for additional services that may be needed such as Mobile Integration Team (MIT) or ACT. In addition, Providers should be knowledgeable about affordable housing opportunities for consumers in his or her community. Based on individual needs and preferences, the local service system and/or Health Home should provide the resident access to a full range of support services, including, but not limited to:

- Employment support
- Mental health and substance abuse treatment
- Assistance with obtaining entitlements
- Health care
- Emergency services

- Health Home Care Coordination
- Transportation

Supportive Housing staff should conduct and document a minimum of one face-to-face resident contact per month or as required by the individual support plan. At least quarterly, this contact should occur in the resident's home. Residents' needs may change over time, and additional visits and/or contacts may be necessary. Providers should maintain records regarding such services and contacts. Other necessary contacts may be made through further face-to-face contacts with the resident at a location judged convenient by both the resident and Supportive Housing staff person. Providers should also document contacts with Health Homes, Managed Long Term Care Plans, service providers and other collateral contacts as appropriate and with the resident's consent. Supportive Housing staff should include progress notes for every contact with the supportive housing resident, whether face-to-face or telephonic, as well as any other contact which impacts the resident's housing situation (e.g. landlord, care manager). At least one progress note per month should document a face-to-face contact. Progress notes should follow principles of documentation generally accepted in the social work field, including, but not limited to the following elements:

- Date, type, mode and/or place of contact;
- A summary of issues addressed (e.g. independent living skills, family, income/ support, legal, medication, educational, housing, interpersonal, medical/dental, vocational, engagement in clinical and/or community resources and services);
- Consumer's response and status/ progress in view of support plan;
- Supportive Housing staff's observations and impressions;
- Any referrals or other follow up to implement or adjust support plan;
- Signature or electronic signature of housing specialist using credentials.

To ensure that Supportive Housing services are delivered in a manner consistent with the above-stated principles, the Provider should collaborate with the resident to develop a person-centered, strengths-based support plan that includes goals and objectives. The plan should be developed within 30 days of resident move-in and should be reviewed with the resident every three (3) months. The goal of the support plan is to identify the services and supports needed for the resident to live successfully in the community and achieve the highest level of independence. It should address resident access to preventive, ongoing and emergency services; the frequency of planned contact with the resident; and the date of the next support plan review. The plan should identify supports which will be provided through Supportive Housing, and supports to be provided through community-based resources. The support plan is to be reviewed for appropriateness in light of the tenant's needs and adjusted as necessary every three months. If the individual is stable and the needs of the individual have not changed or the information on the support plan is still up to date and no changes are needed, the housing Provider should indicate that status in the progress notes during the quarterly review.

Providers should make housing support plans available to the Field Office and/or the local government unit upon request. In addition, Providers should develop policies and procedures for making support plans and progress notes available to residents upon request.

If a gift card is to be used as a mode of promoting independent living skills, providing household management assistance and consumer education, Providers must document the recipients of the gift cards, amounts, and retain receipts or other record of the items purchased, signed by the resident, for auditing and claiming purposes. If receipts are not received from the resident, a notation should also be made to that effect. Prepaid cards should be connected with the resident's plan of support.

Providers should also develop a mechanism to identify and follow up on consumers who are at high risk of losing their housing. Indicators of risk may include rental arrears, refusal of home visits, hoarding or other unsanitary apartment conditions, unmanaged medical conditions, frequent visits to the Emergency Room, etc. The policy should include a mechanism for housing staff to bring such concerns and observations to program management, to develop strategies for intervention and/or additional services.

Staffing

Supportive Housing staff should have a combination of education, experience, and skills to work effectively with persons with serious mental illness. Providers are encouraged to hire peers or individuals who have personal experience with the mental health system. Agencies should ensure that staff persons receive initial and on-going training and supervision, are culturally competent, and to the extent possible, reflect the residents being served. Training competencies should include an understanding of: mental illness and co-occurring disorders, engagement strategies, wellness self-management, and motivational interviewing, among others. Staff should be knowledgeable about the full array of services and community resources that will help the residents to remain in stable housing. In order to provide person-centered, flexible housing support services identified above, Providers are expected to keep a minimum staff–resident ratio within the range of 1:20 to 1:30 for scattered-site supportive housing, based on the level of need of the individuals being served. More intensive staffing ratios are expected for single-site supportive housing (SP-SROs).

Rental-Stipend Requirements

Whether housing is accessed in publicly-funded developments or in the open market, the provision of a rent subsidy will be necessary in most cases. Funding for Supportive Housing rent

stipends is made available to the Provider through the Supportive Housing contract (through OMH or the LGU) and the rent stipends should be paid directly by the Provider to the landlord. The stipend should not be paid directly to the resident since a direct payment could jeopardize other client entitlements (e.g., SSI).

Individual stipend amounts should be calculated based upon the difference between what the resident can pay and the sum of the rent and reasonable utility costs for the unit. Utility costs are defined as costs for heat (where applicable), water, gas, and electrical service. Telephone, cable, and internet costs are not considered to be utility costs. “Reasonable” utility costs can be determined by contacting the local municipal housing authority for a copy of their utility allowances. Local public housing agencies (PHAs) maintain a schedule of utility allowances by housing type for the Section 8 program. Providers should visit the HUD website periodically to confirm the most current utility allowance. To determine the amount to allow for a reasonable amount of utility consumption given a particular type and unit size of housing for OMH Supportive Housing, the local PHA should be contacted for the schedule of utility allowances and Providers should then subtract \$10.00 from the PHA rates to determine the reasonable cost for each apartment’s utility allowance under the OMH Supportive Housing model. If apartments are shared by two or more Supportive Housing residents, the utility allowance should only be applied once for the overall household utility expense. Household composition may vary, and in some cases, Supportive Housing residents may share a household with spouse or domestic partner, family or with unrelated individuals. In these scenarios, responsibility for the rent should be divided proportionally as described on page 9 (e.g. 50% each for the Supportive Housing resident and spouse, or domestic partner). In all cases, the proportion of the rent for which the Supportive Housing resident is responsible should not exceed 30% of the resident’s income, and the rent subsidy should cover the remainder of the Supportive Housing resident’s portion. The resident’s

spouse should seek entitlements, as needed. In the case of unrelated individuals/ roommates, the Supportive Housing resident in the household should be responsible for a proportional share of the total rent (again, the Supportive Housing resident would contribute 30% of their income and the rental stipend would be applied to the remainder of their proportional share of the total rent).

The Supportive Housing model requires that the resident contribute 30% of their adjusted income (as defined in Attachment A) toward the total cost of their rent and reasonable utility costs, and that the resident cannot be required to pay more than that amount without prior OMH approval. Before approving any such housing requests, where a resident chooses an apartment with rent that exceeds 30% of their income, Providers must prepare and maintain documentation, including a justification, assessment of the resident's ability to afford unit, and resident's attestation, and reevaluate upon lease renewal. The rent and utility costs for each resident should be reflected on a "Resident Rental Stipend Worksheet" (see Attachment A) for scattered-site programs. Single-site housing projects (SP-SROs and ESSHI) may use Attachment A, or a similar rent calculation sheet as applicable and/or required by capital funders, or other agreements applicable to the housing project. A worksheet identical or substantially similar to Attachment A must be completed for each individual receiving rent stipends on at least an annual basis so that income changes can be appropriately addressed and provide supporting documentation reflecting the change (e.g. pay stub, Social Security correspondence, etc.). In single-site supportive housing (SP-SROs), an alternative rent calculation worksheet may be substituted if required by LIHTC regulatory agreements, or other capital funders. More frequent updating of a worksheet is optional, but may become necessary, if for example, the provider becomes aware of a change that would affect the residents' ability to pay.

When two or more Supportive Housing residents share an apartment, the rental obligation should be divided between the tenants on a proportional basis, according to the number of

individuals that will share the apartment. Under the Supportive Housing model, no more than three individuals receiving a Supportive Housing stipend can share an apartment. Each individual would then be eligible for a stipend, based on the methodology detailed in the “Resident Rental Stipend Worksheet”.

Lease Arrangements

It is preferable that the leases for Supportive Housing units should be solely in the resident’s name whenever possible. However, it is recognized that in some circumstances this is not possible, and the Provider may appear as a third-party signatory to the lease, or even be the sole signatory to the lease. (In this latter circumstance, the Provider would sub-lease the apartment to the resident.)

Regardless of the lease arrangement, all tenants should have a current lease or sub-lease with the same rights and responsibilities as market-rate tenants. The lease and/or sub-lease should not include responsibilities which are not typically found in standard market-rate leases (house/program rules, policies about visitors, requirements to adhere to support plan, etc.)

Facilitating Resident Access to other Housing Subsidies

Providers should facilitate resident access to HUD Section 8, Continuum of Care (Shelter Plus Care) or other housing subsidies when available. Where possible, priority should be given to negotiating access to housing developed with public capital funds (e.g. Office of Temporary and Disability Assistance, HUD, etc.). OMH works with various publicly funded housing agencies to encourage interagency cooperation in housing development. OMH also encourages Providers to facilitate access to housing developed by publicly-funded housing agencies and for-profit housing developers.

Localities throughout the State receive direct federal funding through the HUD Section 8 program to provide rent subsidies for eligible residents. Most Supportive Housing residents are eligible to receive such assistance and Providers should assist residents with the application process. If a resident does receive a Section 8 Voucher, Providers should assist and encourage Supportive Housing residents to choose apartments where the landlord is willing to accept Section 8 payments. Please note, in New York City it is illegal for a property owner with six or more units in a building to refuse a Section 8 Voucher.

In the event that a resident receives a voucher and the landlord is not willing to accept Section 8 payment, the provider will encourage the resident to secure an apartment where the landlord is willing to accept Section 8. However, the Provider cannot require the resident to move into a Section 8 apartment. It is the expectation that when a Section 8 voucher, or other long term permanent housing subsidies become available, this subsidy will replace the OMH subsidy. Based on the needs of the individual and the appropriateness of alternative mental health services, the Supportive Housing provider should work with the resident and the local mental health services network (through the SPOA where available) on discharge planning to ensure that responsibility for serving the resident is assumed by non-residential service providers.

The federal government, in conjunction with state or local governments, also provides funding for housing subsidies under the Continuum of Care program. Under this program, federal housing subsidies are provided for qualifying “special needs” populations. The federal subsidies are matched with service funding from either the state or the locality. While Section 8 and Continuum of Care are the most commonly used means of securing non-OMH funded rental assistance for Supportive Housing residents, there may be other funding assistance available within a particular locality or for a particular project. Providers should inquire with their OMH Field Office or county regarding the availability of any such funding.

Providers should be aware, however, that non-OMH organizations that fund housing subsidies may condition this funding on meeting certain requirements that may differ from Supportive Housing guidelines. Nothing in these Supportive Housing guidelines should be interpreted to contradict or supersede earlier agreements with other agencies, such as LIHTC regulatory agreements, where both apply to the same units. Note that any conflicts with such agreements anticipated, discovered or not otherwise addressed in the Supportive Housing guidelines should be brought to the attention of OMH to be resolved as needed in collaboration with other funders on a case-by-case basis. Providers should be aware of these conditions or requirements and determine whether to pursue it in the context of the Supportive Housing.

Residents of Supportive Housing are also encouraged to develop independent budgeting skills to support their independence. In the event the resident is in need of a representative-payee, she/he should be encouraged to utilize natural supports such as family members or friends to serve in this role. In the event family and or friends are not available or appropriate to serve as a representative payee, residents should be encouraged to contract with a qualified organization for this function, of which the housing provider may be one.

The Social Security's Representative Payment Program provides financial management for the Social Security and SSI payments of beneficiaries who are incapable of managing their Social Security or SSI payments. The Social Security Administration (SSA) has developed a *Guide for Organizational Payees* and a *Guide for Individual Representative Payees* to help those that serve as representative payees understand their duties and responsibilities as a payee. These documents can be obtained through the Social Security Administration. Providers should understand these roles and help educate the resident on these roles.

Home and Community Based Services (HCBS) Settings Rule Compliance

Supportive Housing providers are required to comply with all aspects of the HCBS settings final rule, issued by Centers for Medicare and Medicaid Services (CMS). Specifically, all settings must meet the following standards/ qualities, all settings must:

1. Be fully integrated into the broader community to the same degree of access as individuals not receiving Medicaid HCBS. including:
 - a. opportunities to seek employment/ work in [the community];
 - b. engage in community life;
 - c. control personal resources;
 - d. receive services in the community;
2. Be selected by the individual among options including non-disability specific settings and an option for a private unit in a residential setting;
 - a. the options are documented in the person-centered service plan;
 - b. the options are based on the individual's needs, preferences, and for residential settings, resources available for room and board;
3. Ensure an individual's rights to privacy
 - a. Ensure and individual's rights to dignity and respect;
 - b. Ensure an individual's rights of freedom from coercion and restraint;
4. Optimize and doesn't regiment individual initiative, autonomy, and independence in making life choices, including but not limited to daily activities, physical environment, and with whom to interact; and
5. Facilitate individual choice regarding services and supports, and who provides them.

For provider-owned or controlled settings:

6. A specific place that can be owned, rented, or occupied under a legally enforceable agreement by the individual receiving services;
 - a. The individuals have, at a minimum, the same responsibilities and protections from eviction that tenants have under the jurisdiction's landlord/tenant law or equivalent;
7. Each individual has privacy in their sleeping/ living unit:
 - a. units have entrance doors lockable by the individual, with only appropriate staff having keys;
 - b. individuals sharing units have a choice of roommates in that setting;
 - c. individuals have the freedom to decorate their sleeping or living units within the lease or other agreement;

8. Individuals have the freedom and support to:
 - a. control their own schedules and activities;
 - b. have access to food at any time;
9. Individuals are able to have visitors of their choosing at any time; and
10. The setting is physically accessible to the individual.

IV. Cessation of Supportive Housing

Goal Achievement

The goal of Supportive Housing is to provide assistance to enable residents to remain housed in the community until they no longer need such assistance. There is no length of stay expectation for Supportive Housing. However, as increased independence is the aim of the Supportive Housing approach, Providers should work with residents to include in their support plans goals and strategies to secure the means to pay their rent without the use of a Supportive Housing stipend (either through employment or another publicly funded stipend).

A resident is considered to be in Supportive Housing as long as the Provider is paying a rent stipend on their behalf and/or providing Supportive Housing services (Providers are **required** to offer services to individuals who are receiving Supportive Housing rent stipends). OMH recognizes that there may be a period after the resident begins to receive another rent stipend or after he/she becomes employed and able to pay the full rent for their apartment when the community services provided by the Provider may still be required, particularly if the non-residential services the resident requires are not yet in place. The Provider should work with the resident and the local mental health services network (through the SPOA where available) on transition planning to ensure that responsibility for serving the resident is assumed by non-

residential service providers as soon as possible after he/she is no longer receiving a Supportive Housing rent stipend.

Resident Refusal to Pay When Supportive Housing Provider is Landlord

In the event that a resident refuses to pay their portion of reasonable rent and utilities and the Provider is the landlord, the Provider should utilize and document an array of strategies and interventions to prevent someone from being evicted. As a best practice, OMH encourages Providers to establish a written rent collection and eviction policy that: outlines the interventions and progressive steps; is consistently implemented; and is explained with, signed by, and provided to the tenant upon entry into the program. The Providers' policy must be consistent with applicable landlord-tenant laws. In the event eviction proceedings are warranted, the Provider should ensure that such action is carried out in accordance with local laws and procedures. The Provider should work with the resident to pursue alternative housing options.

Resident Refusal to Follow Program Expectations

In the event that a resident refuses to follow program expectations and the Provider is the landlord, the Provider should utilize and document use of the array of strategies and interventions discussed above in order to assist the resident.

In the event that a resident refuses to follow program expectations and the Provider is not the landlord, the Provider should coordinate with the Local Service System and Field Office in order to assist the resident with accessing a full range of support services to support their ability to remain successfully housed without the rental stipend support and services provided by the Provider.

Supportive Housing Provider's Responsibility if Landlord Evicts Resident

In the event that a resident is evicted from their apartment by a landlord other than the Provider, the Provider should assist the resident to locate alternative housing that matches their

preference and goals, taking into consideration available housing options, affordability, and access to services and supports. Eviction from one's apartment is not necessarily grounds for the Provider to release a resident from the Supportive Housing program. In the event of an eviction, the role of the Supportive Housing Provider is to advocate for the resident, provide supports, and identify and link the resident to appropriate services which may include housing. However, remaining in Supportive Housing cannot be guaranteed. Providers should help the individual to understand their responsibilities as a tenant and help facilitate resolution of housing issues to prevent an eviction.

V. Cost Allocation Guidance for Mixed-Use Integrated Housing Projects

OMH recognizes that in many integrated, mixed-use supportive housing projects, Supportive Housing (and/or ESSHI funds) are being utilized within projects involving mixed funding sources and/or multiple populations. Certain funding sources may be limited or targeted to serve certain populations.

Furthermore, OMH understands that such integrated housing programs include low-income residents and that these programs are intended to operate in an integrated fashion to support independent living in the community. As such, there are basic support and services that will have some tangential benefit to the low-income residents who are at risk of homelessness, and face other similar life challenges to those with a mental illness. OMH recognizes that integrated housing models are the preferred approach, and services to clients should not be managed in a segregated fashion since these would be administratively burdensome and have adverse impacts countering the intent of the program supports to the residents.

Therefore, when operating such integrated, mixed-use housing projects, Supportive Housing providers need to demonstrate an acceptable approach to accounting for the appropriate

use of funds. OMH will consider a logical methodology to cost allocation provided that it is based on data (e.g. time studies, staff caseloads, per unit basis, etc.). In the case of a per unit basis, cost allocations and contract close-out reconciliations will be calculated proportionally by actual filled bed utilization according to the funded populations served under separate contracts*. If using an alternative methodology, OMH reserves the right to require additional information for review and approval to confirm that costs will be allocated appropriately.

*Note that this approach would not apply to a single ESSHI contract that is serving multiple populations.

VI. Conclusion

This document is intended to replace any previous version of OMH's Supportive Housing Guidelines. The statements contained herein are reflective of the Supportive Housing model in general and are not intended to create or impose requirements that are regulatory in nature. Nothing herein is to be construed as legal opinion, nor is it intended as a substitute for the legal advice of counsel. Questions concerning application of these guidelines to situations that may be encountered in delivering Supportive Housing may be referred to the OMH Field Office.

Glossary

“Types of Supportive Housing”

Scattered-Site Supportive Housing: Usually, Supportive Housing is located in rented apartments scattered throughout the community. Services to residents of scattered-site Supportive Housing are provided by the Providers as needed by the resident to ensure housing stability, in coordination with other services and supports available in the community including Health Homes.

Single-Site Supportive Housing: In the past, under some limited circumstances, Providers may have rented an entire building for Supportive Housing. Whether the building is rented or purchased by the Provider, such sites are referred to as single-site Supportive Housing. The sites that are owned by the Provider should have funding set aside for capital reserve to address building maintenance and future capital repairs and improvements. The service requirements for single-site Supportive Housing are the same as those for scattered-site Supportive Housing. Services are provided based on an individualized support plan in coordination with other available services and supports. Supportive Housing should be developed as Scattered-Site Supportive Housing or Mixed – Use Single-Site Supportive Housing. A Provider proposing Single-Site Supportive Housing should consult with the Field Office before renting or purchasing a building.

Supportive Single-Room-Occupancy (SP-SRO) and Mixed- Use /Income Housing:

Supportive-Single Room Occupancy (SP-SRO) housing is a form of Single-Site Supportive Housing that combines permanent housing with some on-site services. The support offered in SP-SROs is consistent with the principles guiding all Supportive Housing. Mixed-use housing is

affordable housing where supportive housing units are integrated with other affordable housing units in the same building. The latter may target low income individuals and families who are not receiving a mental health housing rental subsidy. Generally, at a minimum, front-desk or security staff are on-site 24 hours per day.

Permanent Housing: Permanent housing is considered community-based housing without a designated length of stay where the tenant has a leased or subleased apartment unit. All Supportive Housing which falls under these guidelines is considered permanent housing.

Serious Mental Illness: In order to be considered an adult with a serious mental illness, "1" below must be met, in addition to either "2", "3", or "4":

1. Designated Mental Illness

The individual is 18 years of age or older and currently meets the criteria for a DSM-IV (or any subsequent edition) psychiatric diagnosis other than alcohol or drug disorders, organic brain syndromes, developmental disabilities or social conditions. ICD-CM psychiatric categories and codes that do not have an equivalent in DSM-5 or (any subsequent edition) are also included mental illness diagnoses.

And

2. SSI or SSDI due to Mental Illness

The individual is currently enrolled in SSI/SSDI due to a designated mental illness.

Or

3. Extended Impairment in Functioning due to Mental Illness

a. Documentation that the individual has experienced two of the following four functional limitations due to a designated mental illness over the past 12 months on a continuous or intermittent basis:

- i. Marked difficulties in self-care (personal hygiene, diet, clothing, avoiding injuries, securing health care or complying with medical advice).
- ii. Marked restriction of activities of daily living (maintaining a residence, using transportation, day to day money management, accessing community services).
- iii. Marked difficulties in maintaining social functioning (establishing and maintaining social relationships, interpersonal interactions with primary

partner, children or other family members, friends, neighbors, social skills, compliance with social norms, appropriate use of leisure time).

- iv. Frequent deficiencies of concentration, persistence or pace resulting in failure to complete tasks in a timely manner (ability to complete tasks commonly found in work settings or in structured activities that take place in home or school settings, individuals may exhibit limitations in these areas when they repeatedly are unable to complete simple tasks within an established time period, make frequent errors in tasks, or require assistance in the completion of tasks).

Or

4. Reliance on Psychiatric Treatment, Rehabilitation and Supports

A documented history shows that the individual at some prior time met the threshold for 3 (above), but the symptoms and/or functioning problems are currently attenuated by medication or psychiatric rehabilitation and supports. Medication refers to psychotropic medications which may control certain primary manifestations of mental disorder; e.g. hallucinations, but may or may not affect functional limitations imposed by the mental disorder. Psychiatric rehabilitation and supports refer to highly structured and supportive settings (e.g. Congregate or Apartment Treatment Programs) which may greatly reduce the demands placed on the individual and thereby, minimize overt symptoms and signs of the underlying mental disorder.

ATTACHMENT A

Resident Rental Stipend Worksheet

(To be completed annually and when resident and/ or household income changes)

Resident Name _____ **Date:** _____

Resident Address: _____

CALCULATING RESIDENT ADJUSTED MONTHLY INCOME

A. MONTHLY INCOME

- 1. Net Wages _____
- 2. SSD _____
- 3. SSI _____
- 4. Pension _____
- 5. Alimony _____
- 6. VA Benefits _____
- 7. Other _____
- 8. TOTAL MONTHLY INCOME = _____

B. MONTHLY EXPENSES ELIGIBLE FOR DEDUCTION (Include Support of Minors-i.e. Child care expenses, Court-mandated expenses, Medicaid Spend-Down expenses)

- 9. Source _____ Amount _____
- 10. Source _____ Amount _____
- 11. TOTAL MONTHLY EXPENSE ADJUSTMENTS Amount _____
(Add lines 9 and 10)

C. TOTAL MONTHLY ADJUSTED INCOME

- | | | |
|---|---------------|-------|
| 12. TOTAL MONTHLY INCOME (Amount on Line 8) | AMOUNT | _____ |
| 13. TOTAL MONTHLY ADJUSTMENTS (Amount on Line 11) | AMOUNT | _____ |
| 14. MONTHLY ADJUSTED INCOME (Subtract line 13 from line 12) | AMOUNT | _____ |

D. CALCULATING RESIDENT RENTAL PAYMENT

- 15. Multiply line 14 (MONTHLY ADJUSTED INCOME) by .30 AMOUNT _____

OR insert Public Assistance Shelter Allowance
(This amount is the resident's rent if rent includes utilities)

IF THE RENT INCLUDES UTILITIES, STOP HERE. The resident is responsible for paying the amount identified on line 15 directly to the landlord.

IF THE RENT DOES NOT INCLUDE UTILITIES CONTINUE TO LINE 16.
(Determination of Resident Rent for units where utilities are not included in rent)

16. PUBLIC HOUSING AUTHORITY(PHA) UTILITY ALLOWANCE AMOUNT _____
(If not included in rental amount and as determined by Local PHA)

Indicate the size of the unit (e.g. studio, 1-bedroom): _____
Indicate what utilities are included in rent (e.g. electric, gas, etc.): _____

17. Adjusted Utility Allowance AMOUNT _____
(Subtract \$ 10.00 from Line 16)
(Note if the Provider chooses to pay utilities on behalf of the resident, the payment could be made directly to the utility company)

18. Resident Rent AMOUNT _____
(Subtract line 17 from line 15)

E. CERTIFICATION

1. The above information is accurate to the best of my knowledge and documentation of income and expenses is attached to this form.
2. I, the resident agree to inform the contract agency of any changes in income or adjustments at the time they occur.
3. When available, application for federal Section 8 rental assistance has been made and will be diligently pursued.

Resident Name: _____
PRINT SIGNATURE

Staff Name: _____
PRINT SIGNATURE

Date: _____

AGENCY NAME _____

AGENCY ADDRESS _____

RESIDENT RENTAL PAYMENT AND UTILITY SUMMARY

Date Rental Payment Due _____
Rental Amount Due (from Resident) _____
Rental Amount Due (from Provider) _____
TOTAL RENT DUE (to Landlord) _____
Rental Amount Payable to: _____
(Include Landlord Name and Address) _____

If utilities are not included in rent

Date Utility Payment Due _____
Utility Amount Payable to: _____

SAMPLE SSI INCOME ONLY

ATTACHMENT A

Resident Rental Stipend Worksheet

(To be completed annually and when resident and/ or household income changes)

Resident Name Susan Croker Date: 01/01/2018

Resident Address: 32 March La., Apt.215, Latham, NY 12110

CALCULATING RESIDENT ADJUSTED MONTHLY INCOME

A. MONTHLY INCOME

| | |
|---------------------------|------------------|
| 1. Net Wages | _____ |
| 2. SSD | _____ |
| 3. SSI | <u>\$1000.00</u> |
| 4. Pension | _____ |
| 5. Alimony | _____ |
| 6. VA Benefits | _____ |
| 7. Other | _____ |
| 8. TOTAL MONTHLY INCOME = | <u>\$1000.00</u> |

B. MONTHLY EXPENSES ELIGIBLE FOR DEDUCTION (Include Support of Minors-i.e. Child care expenses, Court-mandated expenses, Medicaid Spend-Down expenses) Supporting documentation needs to be attached.

| | | | |
|--|------------|--------|---------------|
| 9. Source | <u>N/A</u> | Amount | <u>\$0.00</u> |
| 10. Source | <u>N/A</u> | Amount | <u>\$0.00</u> |
| 11. TOTAL MONTHLY EXPENSE ADJUSTMENTS Amount | _____ | | |
| (Add lines 9 and 10) | | | |

C. TOTAL MONTHLY ADJUSTED INCOME

| | | |
|---------------------------------|--------|-------------------|
| 12. TOTAL MONTHLY INCOME | AMOUNT | <u>\$1,000.00</u> |
| (Amount on Line 8) | | |
| 13. TOTAL MONTHLY ADJUSTMENTS | AMOUNT | <u>\$0.00</u> |
| (Amount on Line 11) | | |
| 14. MONTHLY ADJUSTED INCOME | AMOUNT | <u>\$1,000.00</u> |
| (Subtract line 13 from line 12) | | |

D. CALCULATING RESIDENT RENTAL PAYMENT

Supportive Housing Guidelines – February 2019

| | |
|------------------------------------|-------------------------------------|
| Date Rental Payment Due | <u>5th of each month</u> |
| Rental Amount Due (from Resident) | <u>\$160.00</u> |
| Rental Amount Due (from Provider) | <u>\$440.00</u> |
| TOTAL RENT DUE (to Landlord) | <u>\$600.00</u> |
| Rental Amount Payable to: | <u>Larry Landlord</u> |
| (Include Landlord Name and Address | <u>678 North Main Street</u> |
| | <u>Albany, NY 12123</u> |

If utilities are not included in rent

| | |
|----------------------------|--------------------------------------|
| Date Utility Payment Due: | <u>15th of each month</u> |
| Utility Amount Payable to: | <u>National Grid</u> |
| | <u>456 Erie Street</u> |
| | <u>Syracuse, NY 13030</u> |

In this example, Susan Croker is a SSI resident with no other income or eligible deductions. Susan lives alone in her SH unit. Her income is \$1000 per month, therefore, 30% of her total income is \$300.00. She is also entitled to a utility allowance because her utilities are not included in her rent. As stated in the guidelines, *“Providers should utilize the United States Department of Housing and Urban Development (HUD) current Fair Market Rents and the local housing authority’s utility allowances as a guideline for determining reasonable rental costs”* (p. 9). In this example it was assumed that the utility allowance was \$150 minus \$10 as per the calculation formula leaving \$140 which is then subtracted from the 30% of total income (\$300 - \$140) resulting in the resident’s rent being \$160.00 per month. The provider would pay the remaining \$440.00

SAMPLE ROOMMATE or SPOUSE

ATTACHMENT A

Resident Rental Stipend Worksheet

(To be completed annually and when resident and/ or household income changes)

Resident Name Ivy League Date: 02/01/2018

Resident Address: 8 Cornell Rd., Albany, NY 12229

CALCULATING RESIDENT ADJUSTED MONTHLY INCOME

A. MONTHLY INCOME

| | | |
|---------------------------|-----------|--|
| 1. Net Wages | | |
| 2. SSD | \$200.00 | |
| 3. SSI | \$800.00 | |
| 4. Pension | | |
| 5. Alimony | | |
| 6. VA Benefits | | |
| 7. Other | | |
| 8. TOTAL MONTHLY INCOME = | \$1000.00 | |

B. MONTHLY EXPENSES ELIGIBLE FOR DEDUCTION (Include Support of Minors-i.e. Child care expenses, Court-mandated expenses, Medicaid Spend-Down expenses) Supporting documentation needs to be attached.

| | | | |
|------------|-----|--------|--------|
| 9. Source | N/A | Amount | \$0.00 |
| 10. Source | N/A | Amount | \$0.00 |

11. TOTAL MONTHLY EXPENSE ADJUSTMENTS Amount \$0.00
(Add lines 9 and 10)

C. TOTAL MONTHLY ADJUSTED INCOME

| | | |
|---|---------------|-------------------|
| 12. TOTAL MONTHLY INCOME (Amount on Line 8) | AMOUNT | \$1,000.00 |
| 13. TOTAL MONTHLY ADJUSTMENTS (Amount on Line 11) | AMOUNT | \$0.00 |
| 14. MONTHLY ADJUSTED INCOME (Subtract line 13 from line 12) | AMOUNT | \$1,000.00 |

SAMPLE ELIGIBLE DEDUCTION

ATTACHMENT A

Resident Rental Stipend Worksheet

(To be completed annually and when resident and/ or household income changes)

Resident Name Jessica Brown Date: 02/01/2018

Resident Address: 66 Melbourne Way, Albany, NY 12229

CALCULATING RESIDENT ADJUSTED MONTHLY INCOME

A. MONTHLY INCOME

| | | |
|---------------------------|-----------|--|
| 1. Net Wages | | |
| 2. SSD | | |
| 3. SSI | \$1000.00 | |
| 4. Pension | | |
| 5. Alimony | | |
| 6. VA Benefits | | |
| 7. Other | | |
| 8. TOTAL MONTHLY INCOME = | \$1000.00 | |

B. MONTHLY EXPENSES ELIGIBLE FOR DEDUCTION (Include Support of Minors-i.e. Child care expenses, Court-mandated expenses, Medicaid Spend-Down expenses) Supporting documentation needs to be attached.

| | | | |
|--|---------------|--------|----------|
| 9. Source | Child Support | Amount | \$200.00 |
| 10. Source | N/A | Amount | \$0.00 |
| 11. TOTAL MONTHLY EXPENSE ADJUSTMENTS Amount | \$200.00 | | |
| (Add lines 9 and 10) | | | |

C. TOTAL MONTHLY ADJUSTED INCOME

| | | |
|--|--------|------------|
| 12. TOTAL MONTHLY INCOME (Amount on Line 8) | AMOUNT | \$1,000.00 |
| 13. TOTAL MONTHLY ADJUSTMENTS (Amount on Line 11) | AMOUNT | \$200.00 |
| 14. MONTHLY ADJUSTED INCOME (Subtract line 13 from line 12) | AMOUNT | \$800.00 |

RESIDENT RENTAL PAYMENT AND UTILITY SUMMARY

| | |
|------------------------------------|-------------------------------------|
| Date Rental Payment Due | <u>5th of each month</u> |
| Rental Amount Due (from Resident) | <u>\$150.00</u> |
| Rental Amount Due (from Provider) | <u>\$350.00</u> |
| TOTAL RENT DUE (to Landlord) | <u>\$500.00</u> |
| Rental Amount Payable to: | <u>Lucy Landlord</u> |
| (Include Landlord Name and Address | <u>8907 Rose Court</u> |
| | <u>Latham, NY 12110</u> |

If utilities are not included in rent

| | |
|----------------------------|--------------------------------------|
| Date Utility Payment Due: | <u>15th of each month</u> |
| Utility Amount Payable to: | <u>National Grid</u> |
| | <u>456 Erie Blvd.</u> |
| | <u>Syracuse, NY 13030</u> |

In this example Jessica Brown is a SH resident however she also has a court ordered child support payment. Therefore, the child support payment of \$200 is deducted from her \$1000 income. Jessica would have to supply the provider with documentation to support this eligible deduction. It is recommended that the documentation be attached to this form. This could include the actual court order, a check stub showing garnishment, or a copy of her monthly money order. Jessica's monthly adjusted income is \$800.00. Utilities are not included in her rent so she receives a utility allowance. In this example her utility allowance is \$100 minus \$10 as per the formula for a total of \$90.00. The \$90 is subtracted the monthly adjusted income of \$240 and Jessica would pay \$150.00 in rent with the provider paying \$350.00 as the total rent \$500.00.

SAMPLE PUBLIC ASSISTANCE ONLY

ATTACHMENT A

Resident Rental Stipend Worksheet

(To be completed annually and when resident and/ or household income changes)

Resident Name Jules Datter Date: 02/01/2018

Resident Address: 3618 Van May Blvd., Menands, NY

CALCULATING RESIDENT ADJUSTED MONTHLY INCOME

A. MONTHLY INCOME

1. Net Wages _____
2. SSD _____
3. SSI _____
4. Pension _____
5. Alimony _____
6. VA Benefits _____
7. Other Public Assistance \$215.00
8. TOTAL MONTHLY INCOME = \$215.00

B. MONTHLY EXPENSES ELIGIBLE FOR DEDUCTION (Include Support of Minors-i.e. Child care expenses, Court-mandated expenses, Medicaid Spend-Down expenses)

9. Source _____ Amount _____
10. Source _____ Amount _____
11. TOTAL MONTHLY EXPENSE ADJUSTMENTS Amount _____
(Add lines 9 and 10)

C. TOTAL MONTHLY ADJUSTED INCOME

- | | | |
|--|--------|-----------------|
| 12. TOTAL MONTHLY INCOME (Amount on Line 8) | AMOUNT | <u>\$215.00</u> |
| 13. TOTAL MONTHLY ADJUSTMENTS (Amount on Line 11) | AMOUNT | _____ |
| 14. MONTHLY ADJUSTED INCOME (Subtract line 13 from line 12) | AMOUNT | <u>\$215.00</u> |

D. CALCULATING RESIDENT RENTAL PAYMENT

15. Multiply line 14 (MONTHLY ADJUSTED INCOME) by .30 AMOUNT \$215.00
OR insert Public Assistance Shelter Allowance
(This amount is the resident's rent if rent includes utilities)

IF THE RENT INCLUDES UTILITIES, STOP HERE. The resident is responsible for paying the amount identified on line 15 directly to the landlord.

IF THE RENT DOES NOT INCLUDE UTILITIES CONTINUE TO LINE 16.
(Determination of Resident Rent for units where utilities are not included in rent)

16. PUBLIC HOUSING AUTHORITY(PHA) UTILITY ALLOWANCE AMOUNT N/A
(If not included in rental amount and as determined by Local PHA)

Indicate the size of the unit (e.g. studio, 1-bedroom): _____
Indicate what utilities are included in rent (e.g. electric, gas, etc.): _____

17. Adjusted Utility Allowance AMOUNT N/A
(Subtract \$ 10.00 from Line 16)
(Note if the Provider chooses to pay utilities on behalf of the resident, the payment could be made directly to the utility company)

18. Resident Rent AMOUNT N/A
(Subtract line 17 from line 15)

E. CERTIFICATION

- 1. The above information is accurate to the best of my knowledge and documentation of income and expenses is attached to this form.
- 2. The resident agrees to inform the contract agency of any changes in income or adjustments at the time they occur.
- 3. When available, application for federal Section 8 rental assistance has been made and will be diligently pursued.

Resident Name: Jules Datter Jules Datter
PRINT SIGNATURE

Staff Name: Sally Staff Sally Staff
PRINT SIGNATURE

AGENCY NAME ABC

AGENCY ADDRESS 123 Main Street

RESIDENT RENTAL PAYMENT AND UTILITY SUMMARY

| | |
|------------------------------------|-------------------------------|
| Date Rental Payment Due | 5 th of each month |
| Rental Amount Due (from Resident) | \$215.00 |
| Rental Amount Due (from Provider) | \$285.00 |
| TOTAL RENT DUE (to Landlord) | \$500.00 |
| Rental Amount Payable to: | Larry Landlord |
| (Include Landlord Name and Address | 87 Lilac Court |
| | Latham, NY 12110 |

If utilities are not included in rent

| | |
|----------------------------|-----|
| Date Utility Payment Due: | N/A |
| Utility Amount Payable to: | |
| | |

In this example Jules Datter receives only Public Assistance. Jules' monthly adjusted income is \$215.00. Utilities are included in her rent so she does not receive a utility allowance. Jules would pay \$215.00 in rent with the provider paying \$285.00 as the total rent \$500.00.

It should be noted that Public Assistance amounts will vary based on the resident's needs and from county to county.

It is acceptable for the provider agency to receive the DSS voucher directly and then pay the rent in full to the landlord.