

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE

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 | INFORMATIONAL LETTER |
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TRANSMITTAL: 99 INF-15

DIVISION: Temporary Assistance

TO: Commissioners of
 Social Services

DATE: August 11, 1999

SUBJECT: Emergency Assistance and Sanctioned Persons

SUGGESTED

DISTRIBUTION: Temporary Assistance Staff
 Staff Development Coordinators

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ATTACHMENTS: Revised E-SNA Shelter Arrears Eligibility Worksheet
 and Agreement (Available on-line)

FILING REFERENCES

Previous ADMs/INFs	Releases Cancelled	Dept. Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
97 ADM-20		352.5	SSL 131(16)	PASB	
97 ADM-23		352.6(d)	SSL 350-j	Section XIV	
91 ADM-43		352.30(d)	12NYCRR		
95 INF-43		370.3(b)(4)	1300		
		372.2(a)(4)			
		372.2(b)			

The purpose of this informational letter is:

1. to clarify requirements for eligibility for assistance to meet an emergency when the applying household includes a sanctioned person, and
2. to introduce the revised Emergency Safety Net Assistance Arrears Eligibility Worksheet and Agreement. The original form was introduced in 95 ADM-43.

This release does not discuss energy related emergencies since an Energy Manual is being developed and will provide updated information about energy emergencies, including those where an individual or family member has been sanctioned. Refer to 18 NYCRR 352.5 and the Public Assistance Source Book Section XIV for treatment of energy emergencies.

The information in this release does not apply to TA cases in which there is no sanctioned person but there is a learnfare reduction.

The process for determining eligibility for assistance to meet an emergency and the amount of emergency assistance outlined in this release is based on the following State Law and Regulations:

1. 18 NYCRR 352.30(d) sets forth the penalties for non-cooperation;
2. 18 NYCRR 370.3(b)(4), which states that a condition of eligibility for Emergency Safety Net Assistance (E-SNA) is that the applicant is not disqualified from receiving recurring assistance or subject to a durational sanction, or the emergency did not arise because the applicant had previously been disqualified or sanctioned for failure to comply with the non-financial requirements of the public assistance rules;
3. 18 NYCRR 372.2(a)(4), which states that a condition of eligibility for Emergency Assistance to Families (EAF) is that the child's destitution did not arise because the child or a relative with whom he or she lives refused without good cause to accept employment or training for employment;
4. 18 NYCRR 372.2(b), which states, as a condition of eligibility, that EAF must not duplicate temporary assistance for which a person is eligible or would be eligible but for a sanction for violation of Part 1300 of 12 NYCRR or other requirements of State law or regulations.
5. Social Services Law 131 (16) which provides for a 25% reduction in the household's needs for failure to comply with Child Support Enforcement requirements.

When an applicant for emergency assistance is a single person whose TA case is currently closed due to a sanction, the individual is not eligible for emergency assistance. However, we have received numerous questions about how to correctly determine eligibility for emergency assistance when:

1. The single person has completed a durational sanction, is reapplying for recurring SNA and is now willing to comply;
2. The single person whose case was denied or closed for failure to comply is now applying for E-SNA and any durational sanction period that may have been imposed is completed;
3. The sanctioned person is a member of a multiperson household that is currently in receipt of Temporary Assistance (TA); and
4. A multiperson household is applying for EAF when the temporary assistance (TA) case was denied or closed.

The purpose of a sanction is to impose a financial penalty when an individual or family member will not comply with program rules. Providing assistance, to an otherwise eligible person, to cover a period during which the person was sanctioned, would clearly violate the sanction requirement and must not be done. Additionally, for multi-person households where a member is, or was sanctioned for non-compliance with TA program rules, assistance provided to meet an emergency cannot include the share of the person to cover a period during which he or she was sanctioned.

The following examples will illustrate the policy:

A. INDIVIDUAL

1. John Brown has completed his three-month durational sanction and has reapplied for ongoing SNA. Mr. Brown will be eligible for ongoing assistance. He has told his worker that he is threatened with eviction since he has not paid his \$250 rent each month for the past three months, May, April and March. He also owes for February, the last month that he received TA before the sanction began.

Of the \$1,000 arrears owed, the only amount that can be paid is \$250 which represents February's rent and only if that will prevent the eviction. (The \$250 is recoupable.)

2. Mr. Brown's landlord will not accept the partial payment of arrears and continues the eviction procedure. Mr. Brown now requests rent for the first month to allow him to move. Mr. Brown is TA eligible but cannot receive ongoing assistance for 45 days from application. However, emergency needs can be met during the 45 day period. Mr. Brown is eligible for the first month's rent.

3. Mr. Harper applied for TA at the end of his durational sanction. He now has income which makes him financially ineligible for SNA. The income is below the 125% of poverty E-SNA standard. He owes rent arrears that accrued during his sanction period. When the worker explained that he is not eligible for E-SNA to pay the rent arrears, Mr. Harper asked for help to move.

Mr. Harper is not eligible for any E-SNA since one condition for receipt of E-SNA is that the emergency did not arise because the applicant had previously been disqualified or sanctioned for failure to comply (370.3(b)(4)).

Please note the difference between example 2 and example 3. Mr. Brown is eligible for SNA prior to the 45th day to meet an emergency. This payment is not considered Emergency Safety Net Assistance. That is different from Mr. Harper's situation. Mr. Harper is financially ineligible for ongoing SNA. Under 18NYCRR 370.3(b)(4) Mr. Harper is ineligible for E-SNA because his emergency situation was caused by his sanction for failure to comply.

4. Ms. Peters was a TA recipient whose case closed due to earned income after the fraud investigator discovered Ms. Peters' employment. An Intentional Program Violation (IPV) was established and pending.

Several months later, Ms. Peters applied for E-SNA because her work hours had been reduced and she got behind in her rent. Ms. Peters would have been eligible for E-SNA except that the pending IPV was now imposed. The period of ineligibility runs from the time of the determination that Ms. Peters would have been eligible but for the IPV.

B. MULTI-PERSON RECIPIENT HOUSEHOLD

1. Member Disqualified or Under an Incremental Sanction

Mrs. Steele was sanctioned for two calendar months for failing to make a timely report that her son had gone to live with his father. Her needs were deleted from the 3 person TA budget and the budget is now based on the two remaining children in the household. The two-person shelter allowance is \$229. The actual rent is \$400 monthly.

Mrs. Steele informs her worker that the rent has not been paid for the last two months. The landlord is threatening eviction if the arrears is not paid. Mrs. Steele has the ability to pay the future rent, and she agrees to a shelter restriction. However, the worker must determine what amount can be paid. The amount over the shelter allowance (\$400 - \$229) is \$171. That amount must be prorated to determine Ms. Steele's portion. One third, (\$171 x 1/3) \$57 each month, must be considered Ms. Steele's portion. Of the total arrears amount,

\$686 (\$800 - \$114) can be paid, if that amount will resolve the eviction threat, and is recoupable. If the landlord will not accept a partial payment then alternate emergency assistance would be provided as needed.

NOTE: When alternate emergency assistance is provided to the household of an individual under an incremental sanction which continues, any amount that can be identified as the sanctioned person's portion can not be paid.

2. Member Sanctioned for Failure to Comply With Child Support Requirements (25% reduction in needs).

Mrs. Willoughbee receives Temporary Assistance for herself and her daughter. She is currently under a IV-D sanction which began four months earlier. Mrs. Willoughbee told her worker that her landlord is evicting her for non-payment of rent. She owes a total of \$750 for the previous three months.

Because she is asking for an arrears payment for months that she was under sanction, the \$750 for which she would otherwise be eligible must be reduced by 25%. If the landlord will accept \$562.50 (\$750 - \$187.50) to withdraw the eviction, then that amount may be paid. The payment is recoupable.

NOTE: If the landlord will not accept the partial payment, any other assistance to meet the emergency must be reduced by 25% while the sanction continues.

3. Sanctioned member - prorata benefit reduction

Mrs. Ferry was sanctioned for refusal to comply with the Drug/Alcohol (D/A) assessment requirements. The sanction resulted in a prorata reduction in the benefit of Mrs. Ferry and her three children. (Although the worker took the sanction action, the case was inadvertently left in the cash category for the first two months.)

After several months, Mrs. Ferry agreed to comply. In the two months when she had incorrectly received the temporary assistance allowance in cash, she did not pay the rent. She informed her worker she is threatened with eviction because she owes rent for two past months. Mrs. Ferry's rent is \$400 monthly. The total amount owed is \$800. Mrs. Ferry agrees to the continued restriction of her rent. However, the worker must determine what amount of Mrs. Ferry's arrears can be paid and if the landlord will accept that amount to prevent the eviction.

Mrs. Ferry's prorata share of the \$800 arrears is \$200 ($\$400 \times 1/4 \times 2$ months). The worker determines that \$600 may be paid to avoid the eviction ($\$800 - \200). That amount is authorized if the landlord will accept partial payment to prevent the eviction. The payment is recoupable.

NOTE: The same arrears amount would be allowed even if Mrs. Ferry continued to refuse to comply with the D/A assessment requirement. However, the continuing sanction could affect the worker's decision about whether or not Mrs. Ferry could pay future shelter costs.

C. RECIPIENT HOUSEHOLD WITH MORE THAN ONE SANCTION TYPE

To determine the emergency amount that can be paid when a case has more than one sanction in place (or did during the time that the emergency arose), apply the reductions in the following order:

- Incremental (see example B.1), then
- 25% reduction (see example B.2), then
- prorata reduction (see example B.3)

If a case also has a basic needs reduction due to learnfare, that does not reduce the amount of assistance to meet the emergency for which the family would otherwise be eligible.

D. MULTIPERSON HOUSEHOLD APPLYING FOR EAF

1. Parent refused employment or training for employment

Mr. and Mrs. Wilton applied for TA for themselves and their 17 year old daughter. Mr. Wilton had just quit his full time job. He provided no reason why he quit. The job was available and he could have returned but he refused. When Mr. and Mrs. Wilton failed to keep their eligibility interview appointment, their application was denied. The denial notice contained the full information about their failure to keep the eligibility appointment and also about Mr. Wilton's ineligibility for TA for 90 days from the date of the job quit.

Two months later, Mr. and Mrs. Wilton applied for EAF to pay rent arrears. The worker determined that the emergency need was caused by Mr. Wilton's job quit and refusal to return to the job. Therefore the Wilton family is not eligible for EAF. (372.2(a)(4))

The Wiltons may apply for recurring TA. If the worker determines that an emergency arrears payment should be made, that payment cannot include Mr. Wilton's prorata share. The payment would be paid under the category of assistance under which the recurring TA is authorized.

2. TA case closed for failure to apply for a benefit or resource

Ms. Russell received TA for herself and her son until her case was closed for failure to apply for Social Security Survivor's benefits. Three months later, she applied for EAF because she had not paid rent since her TA case closed. At the time of her EAF application, she still had not applied for social security benefits.

Ms. Russell and her son are ineligible for EAF since EAF must not duplicate PA for which a person is or would be eligible but for a sanction for violation of State law or regulation.

3. Previously TA with a sanctioned member - Incremental

Mr. Costello has been disqualified from receiving TA for a period of six months due to an IPV. His needs were deleted from the TA case of his wife and daughter. The TA case closed the following month.

Mr. Costello is now requesting EAF for rent arrears that accrued during the two month period since the case closed. The worker determines that the household is eligible for EAF and must now determine the amount that can be paid. The worker must prorate any amount of rent over the two person PA shelter standard to determine Mr. Costello's share. Mr. Costello's share cannot be paid.

4. Previously TA with a sanctioned member - Prorata benefit

Mr. Abbot was under a 120 day sanction for failure to comply with D/A treatment requirements. One month into the sanction, the Abbot family's TA case closed because the family did not keep an appointment for an agency interview and provided no reason why the appointment was not kept.

The family is now applying for EAF because they have not paid rent for the two months that the TA case has been closed. Mrs. Abbot explains that they did not keep the appointment because she had begun working but with the end of TA and the delay in her first paycheck, they got behind in the rent. The worker is satisfied that the Abbot family can pay future rent and that they do not currently have the ability to pay the arrears. Since Mr. Abbot did not refuse a job or training for a job, the family is not ineligible for EAF due to his sanction. However, his prorata share of the shelter arrears cannot be paid. If the landlord will accept partial payment, EAF may be authorized for all but Mr. Abbot's prorata share of the arrears.

5. Previously TA with individual sanctioned for non-compliance with IV-D

Ms. Laurel and her two children were in receipt of TA. The TA needs were reduced by 25% since Ms. Laurel refused without good cause to comply with IV-D. The case closed several months later because Ms. Laurel got a job. At the time of case closing, Ms. Laurel still had not complied with IV-D.

Ms. Laurel is now applying for EAF. Her children were ill for two weeks in one month and her hours were temporarily cut in the following month causing her to get behind in the rent. The worker is satisfied that Ms. Laurel can pay future rent and does not currently have the resources to pay the arrears.

Because Ms. Laurel is not currently under a durational sanction or sanctioned for a reason that would also apply to EAF, the worker must then decide if the payment would duplicate assistance that Ms. Laurel would have received except for the sanction. The income in the household was enough to close the case, sanction or no sanction. Therefore, no reduction in the EAF payment is necessary. The entire rent arrears can be paid.

E. E-SNA - DETERMINING THE 125% POVERTY LEVEL AND IF THE SHELTER ARREARS REPAYMENT AGREEMENT IS REQUIRED

Mr. Branch is currently under a durational sanction. At the time the sanction was imposed, Mr. Branch did not live with his wife and therefore, the case closed.

After the sanction began, Mr. Branch moved into his wife's apartment. Mrs. Branch is requesting E-SNA to pay rent arrears. Mrs. Branch is not sanctioned or disqualified, so 370.3(b)(4) does not prohibit her eligibility for E-SNA.

Mr. Branch's share of the arrears cannot be paid for any month in which he was living with his wife and sanctioned.

The worker must determine if the household passes the E-SNA 125% of poverty income test. The worker must also determine if the household must sign a shelter repayment agreement. Normally, when determining the "household" for the purpose of E-SNA 125% of poverty test, all persons in the dwelling unit are considered (95 INF-43). However, because Mr. Branch is in a durational sanction period, the worker compares any income of both individuals against the poverty level for one. If they pass that test, the worker compares the income of both against the PA standard of need for one to determine if the repayment agreement must be signed. If they are eligible for PA for one member based on this test, the household will not have to sign the repayment agreement. (See Attachment).

E. MEDICAID IMPLICATIONS

Correct use of Client Notice Systems (CNS) PA Reason Codes and of Individual Categorical Codes for sanctioned individuals will ensure that Medicaid will continue for those individuals entitled to a separate Medicaid determination when the TA case is closing. Until CNS is implemented for undercare cases, districts must also use the appropriate Individual Reason Codes and Individual Categorical Codes but must assure that Medicaid is continued for the sanctioned individual as appropriate.

Eligibility for Emergency Assistance does not make an individual automatically eligible for Medicaid. However, TA workers should inform applicants for Emergency Assistance who appear to be financially eligible for Medicaid that they may also apply for Medicaid on the same application. If an applicant indicates on the application that s/he would like to apply for Medicaid as well as Emergency Assistance, the application should be referred to the Medicaid office for a separate determination.

Patricia A. Stevens
Deputy Commissioner
Division of Temporary Assistance

EMERGENCY SAFETY NET ASSISTANCE
SHELTER ARREARS REPAYMENT AGREEMENT
(ELIGIBILITY WORKSHEET AND AGREEMENT)

1. APPLICANT INFORMATION

A. Name:

Address:

Case Number:

- B. (1) Household Size: _____
(include all persons residing in the applicant's house or apartment
security numbers)
- (2) Number of sanctioned persons in B(1). _____.
- (3) Subtract # in (2) from # in (1). Total Remaining Household Members _____

- C. (1) Is household in receipt of FA? Yes [] No []
SNA? Yes [] No []
SSI? Yes [] No []
- (2) Is household eligible for EAF? Yes [] No []
EAA? Yes [] No []
- (3) Is household applying, and eligible, for recurring FA, or SNA?
Yes []* No []

If **Yes** is checked in (1), (2) or (3) above, pay arrears under the appropriate assistance (FA, recurring SNA, EAF or EAA). **REPAYMENT AGREEMENT NOT REQUIRED.****

If **No** is checked in all categories in (1), (2) and (3), proceed to D.

D. 125% of federal official poverty line for total remaining household
\$ _____

E. Household's gross monthly income at time of
\$ _____
(include all earned and unearned income for all persons residing in
household, including any sanctioned person(s) from B(2) above).

- F. Does the amount in E. exceed the amount in D?
Yes [], applicant ineligible for shelter arrears payment.
No [], proceed to Part 2.

* If applicant is applying for recurring SNA, but eligibility has not yet been established for recurring assistance, the Repayment Agreement should be signed in the event that the recurring

2. REPAYMENT AGREEMENT

I understand that as a condition of eligibility for receiving this assistance, I the _____ Department of Social Services the following amount

\$_____shelter arrears assistance to prevent eviction or foreclosure

I agree to repay this amount within twelve (12) months. I will repay the assistance installments of \$_____per_____ (month, bi-weekly, etc.).

Each installment must be received by the _____ Department of Social Services or before the _____ of each _____. The payment is due on or before _____ (enter date).

The payments must be sent to:

I understand that I will not be eligible for subsequent shelter arrears assistance or emergency Safety Net Assistance program to prevent eviction or foreclosure unless I have repaid any prior shelter arrears payments or I am repaying this assistance in accordance with the terms of any Repayment Agreement(s) as of the date of application for such subsequent assistance. I also understand that if I fail to repay this assistance within the twelve (12) month period, the Department of Social Services will enforce this Repayment Agreement by any means available to it as a creditor. This includes, but is not limited to, referring the matter to a collection agency, obtaining a judgement from a court, obtaining a lien on real property or garnishing wages in appropriate cases.

I understand that the _____ Department of Social Services reserves the right to require that I sign a lien on my real property for receiving a payment authorized under the emergency Safety Net Assistance Program. If a lien is placed on my property which represents this arrears payment will be considered satisfied if the payment has been repaid in full.

If I later become eligible for recurring public assistance, any unpaid balance on this agreement will be suspended until I am no longer receiving recurring public assistance. At that time, the unpaid balance will become due to the Department of Social Services in accordance with this agreement.

I understand that by signing this form, I agree to all of the above conditions.

Signature of Applicant(s)

Date