

THE
NEW YORK/NEW YORK
AGREEMENT TO HOUSE
HOMELESS MENTALLY ILL INDIVIDUALS

AUGUST 22, 1990

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THIS AGREEMENT, made this 22th day of August, 1990 by and between the State of New York, acting by and through the State Office of Mental Health (hereinafter referred to as "the State" or "SOMH") and the City of New York, acting by and through the Human Resources Administration, Department of Social Services (hereinafter referred to as "HRA") and the Department of Mental Health, Mental Retardation and Alcoholism Services (hereinafter referred to as "DMH" hereinafter jointly referred to as "the City").

Witnesseth:

Whereas the State and the City mutually agree that homeless mentally ill persons in New York City need a range of new housing, support and rehabilitation programs in order to leave shelters, streets and hospitals; and whereas the City has proposed in its revision of the Five Year Plan for Housing and Assisting Homeless Single / a program for addressing the special needs of homeless mentally ill persons, which includes enhanced out- and reception centers for persons living in public spaces.

THEREFORE, it is mutually agreed between the parties as follows:

A. Term of Agreement

The term of this Agreement shall be from July 1, 1989 through June 30, 1992.

B. Purpose of Agreement

The primary purpose of this Agreement is for the placement of homeless mentally ill persons in appropriate residential and service settings. To that end, both the State and City agree to include homeless mentally ill persons among key target populations for their respective low income housing and other residential development programs. In addition, the State agrees to make provision for appropriate community-based mental health services to homeless mentally ill individuals covered under the terms of this Agreement. This Agreement may not be enforced by any third parties. It is the express intent of the parties that no third-party beneficiary rights shall accrue as the result of this Agreement.

C. Target Population

The target population intended to be provided services under this Agreement are homeless mentally ill persons (hereinafter called "clients"). Such persons include individuals who suffer from serious and persistent mental illness and meet SOMH Community Support Services (CSS) eligibility criteria. For the purpose of this Agreement there are two distinct sub-groups of the target population. One sub-group includes mentally ill individuals who use the shelter system. The second sub-group includes mentally ill individuals residing in streets, subways, parks and other public spaces who do not use the shelter system. These sub-groups are described below:

I. Homeless Mentally Ill Shelter System Users

The definition of homeless mentally ill shelter system user recognizes that most shelter users do not consistently reside in shelters over extended periods of time. An individual is characterized as a homeless mentally ill shelter system user if he or she has spent at least 14 or more nights, not necessarily consecutively, in a City shelter or Reception Center or Partnership for the Homeless shelter within the previous 60 days. Shelter system users will also include clients known to drop-in centers for at least 14 of the previous 60 days. For clients who are currently hospitalized, the calculation of the 60 day period precedes the first day of hospitalization.

Eligible Categories

Within this broad definition eligible categories for access to placement are established. Eligible categories include:

1. Individuals with histories of 4 or more months of continuous shelter use. At the time of placement these individuals may be current shelter residents participating in a mental health program or they may be in a hospital awaiting placement but have a history of 4 or more months of continuous shelter use prior to such hospitalization.
2. The second category includes all individuals who have used the shelter system 14 out of the last 60 days, and are known to a mental health program or are currently hospitalized.
3. The third category includes all other mentally ill individuals who have used a shelter or drop-in center 14 out of the last 60 days.

All three categories are eligible for housing with the understanding that special efforts will be made to house individuals with histories of long term shelter use.

II. Homeless Mentally Ill Non-shelter System Users

Persons who reside on streets, or in parks, subways, transportation terminals and other public spaces or are undomiciled and in hospitals awaiting placement, but who do not meet the definition of shelter system users as described in paragraph (I) of section C above, are considered to be non-shelter system users. This category shall not include individuals who become homeless during a hospital admission. No more than 10 percent of total placements during each of the three fiscal years covered by the Agreement will be allocated to non-shelter system users.

D. Placement Targets

The total number of homeless mentally ill individuals who will be provided with housing and services under this Agreement is 5,225.

- I. For purposes of this Agreement, 4,750 placements are targeted for mentally ill shelter users. The City and the State acknowledge a joint commitment to provide residential and service resources for the placement of this subset of homeless mentally ill persons.
- II. For purposes of the Agreement, 475 placements are targeted for non-shelter system users. The State will assume responsibility for ensuring that there are adequate residential and support services for the placement of these homeless mentally ill persons.

E. Placement Procedures

Placement of the homeless mentally ill under the terms of this Agreement will consist of six elements: client identification and sponsorship; client eligibility determination; client stabilization and preparation; approval for placement; housing information system; and confirmation of placement. Each of these is described below

I. Client Identification and Sponsorship

Various professionals including CSS providers, staff from SOMH's intensive case management program, shelter system staff, hospital staff and others who work with the homeless mentally ill are responsible for identification of individuals who meet the definition of homeless mentally ill persons specified in this Agreement. It is anticipated that the majority of clients will be identified by shelter-based mental health programs including transitional living communities and other CSS programs, case manager funded under a grant from the National Institute of Mental Health and SOMH's new intensive case management initiative. It is also anticipated that a significant number of clients will be identified and sponsored by municipal, state and voluntary hospitals with 939 status. Non-shelter users are expected to be identified primarily by Project HELP and other homeless outreach programs.

II. Client Eligibility Determination

The City and the State will require that, in order to access the placement resources provided under this Agreement, sponsors must request a determination of eligibility from HRA's Office of Health and Mental Health Services (hereinafter "OHMHS"). Eligibility will be determined on the basis of documentation of shelter use for 14 out of the last 60 days. Documentation may consist of SCIMS verification (available through the OHMHS) or written verification from a shelter system provider (municipal or voluntary shelter director, or drop-in center director). For non-shelter system users, documentation shall consist of written verification of residence on the streets or in public spaces provided by an outreach team or other reliable source. Based on this information, the OHMHS will also assign each client an eligibility category, as described in Section C above. Sponsors may request such a determination either at the time an application is submitted requesting approval for placement (see Section E-IV) or independent of the placement approval process.

III. Client Stabilization and Preparation

Stabilization and preparation of clients for placement is the responsibility of the identifying sponsor. Sponsors will assist clients in obtaining entitlements and arrange for mental health, medical and social services. In some cases this responsibility may involve coordination with other mental health provider. Since it is anticipated that the majority of clients will be stabilized and prepared through shelter-based mental health programs, both the City and the State agree to maintain current levels of support for these programs during the term of this Agreement. The City and State will take necessary steps, including a joint review of program models, to ensure that these programs will place a high priority on identifying, preparing and referring clients for placement.

IV. Approval for Placement

The City agrees to manage the placement approval process through HRA's OHMHS. Once the sponsor determines the client to be ready for placement, an application for approval for placement will be submitted to this Office. The OHMHS shall determine the clinical appropriateness of the proposed placement.

plan (in accordance with standards agreed to by both the City and the State) and whether the client is adequately prepared by having obtained necessary entitlements ("SSI") and other appropriate services. Placements available under this Agreement may only be provided to clients who have been approved by the OHMHS, so long as the following conditions are met: 1) approvals are made according to the terms of the Agreement and 2) approvals are granted within 14 working days after the submission of a complete application. A joint review procedure shall be agreed to by the City and the State within 60 days of the signing of this Agreement in order to monitor this process.

V. Housing Information System

The Residential Placement Management System ("RPMS") operated through Columbia University Community Services (CUCS) and subject to annual contract renewal shall function as a housing information and vacancy control system for units available under the terms of this Agreement, as well as a management information system for the State and City regarding referrals and placements. Both the City and State, or residential programs funded by the City and the State, shall be required to submit vacancies to RPMS and adhere to the schedule described below. Sponsors of clients who have been found eligible for placement will be provided with information on available vacancies. The eligibility of the client in combination with clinical appropriateness for the vacancy will govern the placement process and determine access to available vacancies. Ten percent of overall vacancies will be targeted each year to non-shelter user clients. The City and State agree to jointly review the current contract with CUCS for RPMS so as to ensure that the additional responsibilities given them under this Agreement can be met. In addition, contract revisions will provide for monthly reports to both the City and the State of vacancies received by RPMS as well as placements made under the terms of this Agreement.

VI. Confirmation of Placement

Sponsors will be required to confirm client placement with the HRA OHMHS. The City agrees that the HRA OHMHS and the State agrees that the New York City Regional Office of SOMH will periodically conduct follow-up reviews of clients who have been placed to ascertain longevity of client placements as well as client whereabouts.

F. Types of Residential Vacancies

It is the function of the RPMS to ascertain the existence of all vacancies provided under this Agreement. These vacancies will be filled exclusively with homeless mentally ill persons as defined in Section C, above. As part of this effort the State agrees to take steps to ensure that community residence/residential care center for adults (CR/RCCA) providers will accept appropriate homeless mentally ill persons referred to fill their vacancies under the terms of this Agreement. The City will take steps to ensure that City SRO providers will accept appropriate homeless mentally ill persons referred to fill their vacancies under the terms of the Agreement.

Both the State and HRA agree to provide available vacant residential resources of the types defined below:

- ▶ City SRO - includes renovation/construction funded under City bonding authority. State funds 50 percent of debt service subsidy subject to annual appropriation. 50/50 State/City operating subsidy.
- ▶ City SRO vacancy - assumes annual 10 percent vacancy rate.
- ▶ Private Sources - expected placements in adult foster care, family reunifications and private proprietary homes for adults based on past CSS provider experience.
- ▶ State CR/RCCA under development - new beds in SOMH licensed facilities now under development exclusively for the homeless. In most cases, renovation and operation are 100 percent State funded. Some of the buildings were City-owned.
- ▶ State SRO/CR beds - a new type of SOMH licensed residential bed. These facilities are 100 percent State funded.

- ▶ State Vacancies - vacancy goals are based on the following assumptions:
 - obtaining 10 percent of generic CR vacancies based on 30 percent annual turnover.
 - using all vacancies in CR and RCCA homeless programs for the target population based on 25-30 percent annual turnover.
 - using all vacancies in CR/SRO assuming 5 percent turnover.
- ▶ Supported Housing - a new type of SOMH funded residential program which provides rent stipends and support services as a means of assisting clients in accessing community housing.

G. Placement Schedule

The State and the City agree to commit residential resources for the placement of homeless mentally ill persons under the terms of this Agreement, according to the following vacancy availability schedule:

Vacancy availability schedule

	7/89 to 6/90	7/90 to 6/91	7/91 to 6/92	Total
New York City				
City SRO Vacancies	274	514	638	1426
	15	54	100	169
Total City	289	568	738	1595
Private Sources	193	400	452	1045
State				
CR/RCCA Under Dev.	150	111	392	653
New State SRO/CR Vacancies	0	408	792	1200
	139	183	375	697
Supported Housing	0	35	0	35
Total State	289	737	1559	2585
TOTAL City & State	771	1705	2749	5225

The City and State agree that resources needed to fulfill the terms of the Agreement will be committed prior to June 30, 1992. However, should there be development delays, the agreed upon number of vacancies will be made available no later than June 30, 1993. If the City or the State are unable to meet placement availability targets in specific categories, appropriate substitution of placements from other categories may be made following City/State consultation. If the City or the State fail to meet placement targets in one year, the deficit will be included in the following year's target.

H. Mental Health Services in City Supported SRO's

Subject to annual budget appropriations, the State agrees to make provision for on-going mental health services support for the 1,426 City SRO units to be provided under this Agreement. To the extent these support services are initially funded with federal McKinney grants, the State, subject to annual budget appropriations, agrees to fully maintain support services after McKinney funds have expired.

I. Oversight Committee

The City and State agree to establish a committee for the purpose of holding regular meetings to discuss progress made under the Agreement and to identify and resolve obstacles to successful implementation of the Agreement. Committee membership will be comprised of 2 State representatives, specifically: the Regional Director of SOMH or his/her designee and the Director of Housing Development of SOMH or his/her designee and 2 City representatives, specifically:

The Commissioner of DMH or his/her designee and the Commissioner of HRA or his/her designee. Change to this Agreement must be unanimously agreed upon by all committee members.

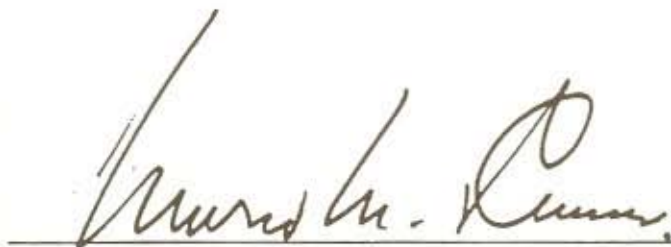
J. Compliance

It is expressly understood and agreed that the services provided hereunder shall conform with, and be provided in accordance with the applicable provisions of Federal, State and local laws, rules and regulations as well as those court determinations, including limitation, decision, orders, judgments, etc., generally specifically applicable to the subject matter of this Agreement.

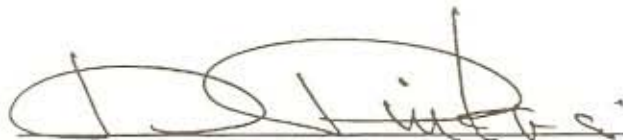
K. Entire Agreement

This Agreement sets forth the entire Agreement between the parties, with respect to the placement of home mentally ill persons in appropriate residential and service facilities, and may not be altered or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.



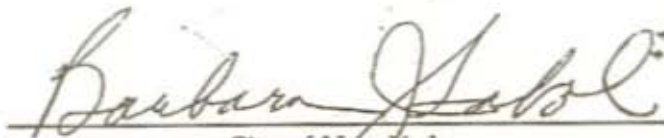
Governor
State of New York



Mayor
City of New York



State of New York
Office of Mental Health



City of New York
Department of Social Services
Human Resources Administration



City of New York
Department of Mental Health,
Mental Retardation, and
Alcoholism Services

AMENDMENT

NEW YORK/NEW YORK AGREEMENT TO HOUSE HOMELESS MENTALLY ILL INDIVIDUALS

October 1993

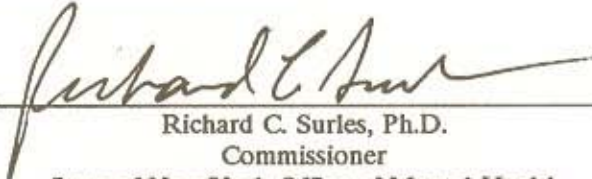
The undersigned Commissioners of the City and State agencies authorized to implement the NY/NY Agreement to House Homeless Mentally Ill Individuals, hereby amend the Agreement as follows:

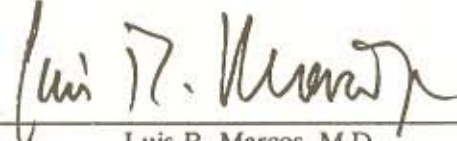
1. The total number of housing placements of eligible individuals to be made under the Agreement shall be increased from 5,225 to 5,725.
2. New York State agrees to fund the operation of 500 additional beds to be rented from private sources, in order to provide more immediate access to housing for eligible individuals. Approximately 360 of these beds shall provide direct placement opportunities in Supported Housing for eligible individuals and 140 are being used to free-up existing Community Residence (CR) beds for individuals requiring more intensive services. Two hundred sixty-six beds were opened by June 30, 1993, with the remaining 234 beds opening by June 1994.
3. New York State and City agree that in order to better meet the rehabilitative needs of the target population, as well as provide permanent housing in the NY/NY Program for individuals capable of living more independently with fewer supports, New York State will adjust the mix of the newly-developed housing as follows:

Type of Housing	Original Commitment	New Commitment
CR/RCCA	653	800
SRO/CR	1,200	838
Supported	35	250
TOTAL	1,888	1,888

4. To further meet the needs of the target population, New York City and State agree to remove the restriction limiting total placements for non-shelter users to ten percent. References in this Agreement to limiting the allocation of units to non-shelter users are no longer valid.
5. Due to unexpected delays in siting, and rehabilitating or constructing housing to meet the joint commitment of 3,314 new housing units for homeless mentally ill individuals eligible under the Agreement, New York State and City agree to extend the completion date of the capital development and placement components of this initiative to June 30, 1995. The following chart contains revised projections for the City and State capital rental development and housing placements for the program:

NY/NY DEVELOPMENT	7/89-6/93	7/93-6/94	7/94-6/95	Total
NYS Capital				
CR/RCCA	319	194	287	800
SRO/CR	81	197	560	838
Supported Housing	78	107	65	250
NYS Capital Sub Total	478	498	912	1,888
NYS Rental Sub Total	266	234	0	500
NYS Total	744	732	912	2,388
NYC SRO Total	994	291	141	1,426
State and City Grand Total	1,738	1,023	1,053	3,814
HOUSING PLACEMENTS	Thru 6/93	7/93-6/94	7/94-6/95	Total
State Housing	1,240	To Be Determined.		3,085
City Housing	1,037			1,595
Private Sources	1,013			1,045
State and City Total	3,290			5,725


 Richard C. Surles, Ph.D.
 Commissioner
 State of New York Office of Mental Health


 Luis R. Marcos, M.D.
 Commissioner
 City of New York
 City of New York Department of Mental Health,
 Mental Retardation, and Alcoholism Services


 Charles Raymond
 Commissioner
 New York City Department of Homeless Services


 Barbara Sabol
 Commissioner
 New York City Human Resources Administration