THE
NEW YORK, NEW YORK II
1999-2004
AGREEMENT TO HOUSE
HOMELESS MENTALLY ILL INDIVIDUALS

THIS AGREEMENT, made this 27th day of October 1999, by and between the State of New York, acting by and through the Office of Mental Health (hereinafter referred to as "the State" or "OMH") and the City of New York, acting by and through Human Resources Administration, Department of Social Services (hereinafter referred to as "HRA"), Department of Housing, Preservation and Development (hereinafter referred to as "HPD"), Department of Homeless Services (hereinafter referred to as "DHS"), and the Department of Mental Health, Mental Retardation and Alcoholism Services (hereinafter referred to as "DMH" and hereinafter jointly referred to as "the City").

Witnesseth:

Whereas the terms and provisions of this Agreement shall apply solely to this Agreement made this 27th day of October 1999, and 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 State and the City have a history of working toward a common goal of providing safe and affordable housing for persons who have a serious and persistent mental illness, and whereas the State and the City agree to develop 1,500 new residential beds over a five year period.
THEREFORE, it is mutually agreed between the parties as follows.

I. Term of Agreement

The term of this Agreement shall be from July 15, 1999 through June 30, 2004.

II. Purpose of Agreement

The primary purpose of this Agreement is for the placement of homeless mentally ill persons into appropriate residential and service settings. To that end, both the State and City agree to include homeless mentally ill persons among target populations for their respective low income housing. In addition, the State and City agree 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 expressed intent of the parties that no third party beneficiary rights and no entitlement to services shall accrue as the result of this Agreement.

III. 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 have a serious and persistent mental illness and meet OMH Community Support Services (CSS) eligibility criteria. For the purpose of this Agreement, there are two distinct subgroups of the target population. One subgroup includes mentally ill individuals who use the shelter system. The second subgroup includes mentally ill individuals residing in streets, subways, parks, and other public spaces who do not use the shelter system. These subgroups are described below:

A. Homeless Mentally Ill Shelter System Users

The definition of homeless mentally ill shelter system user recognizes that shelter users may not consistently reside in shelters over extended periods of time or may be long term shelter system users. 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 the City homeless shelter system 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 in state and local facilities.

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.

B. 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 State and local hospitals awaiting placement, but who do not meet the definition of shelter system users as described in paragraph (A) of Section III above, are considered to be non shelter system users. This category shall not include individuals who become homeless during a hospital stay.

IV. Placement Targets

The total number of homeless mentally ill individuals who will be provided with housing and services under this Agreement is estimated at more than 2,300.

V. 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:

A. Client Identification and Sponsorship

Various professionals, including CSS providers, staff from intensive case management and homeless outreach programs, 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 homeless programs, and intensive case management programs. It is also anticipated that a significant number of clients will be identified and sponsored by municipal, State and voluntary hospitals with MHL section 9.39 or 9.40 status. Non-shelter users are expected to be identified primarily by homeless outreach programs.

B. Client Eligibility Determination

The City and 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 the 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 III above. Sponsors may request such a determination either at the time an application is submitted requesting approval for placement (see section D. below) or independent of the placement approval process.

C. 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 providers. The City and State will take necessary steps, including a joint review of program models, to ensure that these programs place a high priority on identifying, preparing and referring clients for placement.

D. Approval for Placement

The City agrees to manage the placement approval process though HRA's OHMHS. Once the sponsor determines the client to be ready for placement, an application for approval for placement will be submitted to OHMHS. 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 and other appropriate services. Placements available under this Agreement may only be provided to clients who have been approved by 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. All rejected applications for housing placements will
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indicate the reason(s) for such rejection. Upon request by the referring agency, OHMHS will review the application based on any new or revised information.

E. Housing Information System

The Residential Placement Management System ("RPMS") operated by Center for Urban Community Services (hereinafter "CUCS") and subject to annual contract renewal shall function as a housing information and vacancy control system for the units available under the terms of this Agreement. Residential programs funded by the City and State shall be required to submit vacancies to RPMS. 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. RPMS will provide biweekly reports to the City, State and nonprofit agencies of all vacancies in housing programs for mentally ill persons in New York City. Placements made under the terms of this Agreement will be reported by OHMHS on a quarterly basis to both the City and State.

F. 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 OMH New York City Field Office will periodically conduct follow-up reviews of clients who have been placed to ascertain longevity of client placements as well as client whereabouts.

VI. 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 III above. As part of this effort, the State agrees to take steps to ensure that State-contracted residential 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-contracted SRO providers will accept appropriate homeless mentally ill persons referred to fill their vacancies under the terms of the Agreement.

VII. 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 schedule:
### PLACEMENT SCHEDULE

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<tr>
<th></th>
<th>7/99-6/00</th>
<th>7/00-6/01</th>
<th>7/01-6/02</th>
<th>7/02-6/03</th>
<th>7/03-6/04</th>
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<tr>
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<td>70</td>
<td>100</td>
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<td>370</td>
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<td><strong>STATE TOTAL</strong></td>
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<td>220</td>
<td>350</td>
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<tr>
<td><strong>CITY</strong></td>
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<tr>
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<td>200</td>
<td>500</td>
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<td>0</td>
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<td>310</td>
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<tr>
<td>Vacancies</td>
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<td>95</td>
<td>120</td>
<td>190</td>
<td>450</td>
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<tr>
<td><strong>CITY TOTAL</strong></td>
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<td>70</td>
<td>238</td>
<td>277</td>
<td>390</td>
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<tr>
<td><strong>TOTAL PLACEMENTS</strong></td>
<td>475</td>
<td>150</td>
<td>458</td>
<td>627</td>
<td>610</td>
<td>2,320</td>
</tr>
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</table>

VIII. Ongoing Support to City Developed SROs

Subject to annual budget appropriations, the State agrees to fund ongoing support at $11,000 per bed annually for the 500 beds developed by the City under the terms of this Agreement.

IX. Oversight Committee

The State and City agree to continue the currently operating NY/NY Oversight 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 4 State representatives, specifically: the Commissioner of State OMH or his/her designee, OMH Senior Deputy Commissioner of Operations or his/her designee, OMH’s NYC Field Office Director or his/her designee, and the OMH Director of Housing and Rehabilitation Services or his/her designee.

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'This projected number of total placements will vary according to actual turnover.'
designee; and 4 City representatives, specifically: the Commissioner of DMH or his/her designee, the Commissioner of HPD or his/her designee, the Commissioner of DHS or his/her designee, and the Commissioner of HRA or his/her designee. Changes to this Agreement must be agreed upon by all committee members.

The City and State agree to expand the role of the NY/NY Oversight Committee which will meet no less than four times annually, to also include the following:

- fostering cooperation and coordination among the various City and State agencies and non-profits in the selection of potential sites for development;
- reviewing and approving the housing types proposed for the targeted units to be developed by the State and City;
- providing that applicable State and local laws and regulations pertaining to notification of communities, elected officials and community boards of the intent to develop a site(s) in their area and for addressing community comments and concerns are applied;
- providing that all non-scattered single site programs developed as a result of this Agreement have community advisory boards;
- monitoring actual occupancy and turnover rates;

X. 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 rules and regulations, as well as those court determinations, including limitation, decision, orders, judgements, etc., generally or specifically applicable to the subject matter of this Agreement.

XI. Entire Agreement

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

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

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

City of New York
Department of Homeless Services

City of New York
Department of Housing Preservation and Development

City of New York
Human Resources Administration