Attachment A

Temporary Assistance Questions and Answers Index

Utility Repayment and Energy Emergency

1. Q. When an adult child, who resides in the same apartment as his or her parent, applies for emergency assistance, whose income is counted if both names are on the lease and utility bill? (The adult child meets the tenant of record and customer of record requirements.)

Who has to sign the utility repayment agreement if the parent is the only household member with income?

A. All the household income is counted. As the applicant, only the adult child has to sign the utility repayment agreement.

Note: The same would be true for a boyfriend and girlfriend or non-legally responsible relative residing in the same household. If both are legally responsible for one another (i.e., husband and wife), then both adults would sign the repayment agreement.

2. Q. When applying the management test for utility arrears, if a client has made one utility payment in the last four months that exceeds their monthly HEA, SHEA, Fuel and Shelter amount, does this mean that the client passes the management test?

A. No. The management test is a monthly test for each month of the arrearage period. If a client fails the management test for one of the four arrearage months, then the entire arrears payment is recoupable.

Note: The management test should be used only for months of arrearage when an individual is in receipt of TA.

3. Q. When a TA recipient with two utility vendors, who already has a restricted payment to one vendor due to a previous shutoff because of mismanagement, comes in with a shutoff notice from the other vendor, can the district deny assistance based on the fact the recipient cannot afford future bills?

A. No. SSL 131-s requires districts to either pay the four months arrears or assist the household to find other housing. If the district pays the arrears, it also must guarantee payment for the next six months or until the case closes, whichever occurs first. If the client fails the management test, the arrears payment must be recouped.

For a TA household, when arrears are paid, the district must always guarantee payment for six months or until the TA case closes, regardless of the results of the management test. (See TA Energy Manual, pp 53-54.)

During the six month guarantee period, when there is a failed management test, the HEA and SHEA, or the average bill, whichever is less, must be restricted. When the management test is passed, the average bill amount is restricted. (See 06 INF-21.)

Note: Unlike shelter arrears, there is no affordability test for TA, SSI or NTA households applying for assistance with a utility (or non-utility) related emergency.

4. Q. When a district issues a utility arrearage payment and should have had the client sign a repayment agreement, should the district correct its mistake and require a repayment agreement for the past benefit?

A. No.

5. Q. During the guarantee period, if the district only pays the amount restricted from the grant to the utility company, will the customer get a shutoff notice for failure to pay the remaining amount of the utility bill?

A. No. The customer would not be subject to a shut-off notice for failure to pay the balance between the actual bill and the restricted amount due to the presence of the utility guarantee. The district should receive a notice of an unpaid guarantee amount. However, placing the customer on restricted payment for administrative ease or as a voluntary request does not prohibit a utility company from issuing a subsequent shut-off notice to this customer. Districts must only issue a guarantee notice when an arrears payment is made under Social Services Law 131-s to avert a shut-off, even when the calculated arrears payment is $0.

6. Q. If the district only pays the amount restricted for a utility and the customer gets a shutoff notice for the difference, does the district have to pay the entire utility bill on a guarantee if they pay the arrears?

A. Yes. If an arrears payment is made for a TA recipient, the account must be guaranteed for full payment (by restriction or letter) for six months or until the case closes.

7. Q. If the customer is on a utility guarantee and hasn't paid, can Emergency HEAP be used to pay the guarantee?

A. No, to use Emergency HEAP there must be a shut-off notice. Fulfilling a guarantee does not meet the requirement.

8. Q. A district restricts rent, heat and domestic energy costs, and pays only the restricted amount for heat and domestic energy. If the customer gets a shutoff notice for the difference between the restricted payment and the actual billing, and the district makes an arrears payment, is the arrears payment recoverable (recoupable)?

A. The customer is subject to the management test requirement. If a customer passes the management test (i.e., the management test shows the customer paid the required amounts through restricted payments), the payment would not be subject to recovery. If the customer fails the management test, the payment is subject to recovery.

9. Q. The management test requires that districts pay an amount at least equal to the combined HEA and SHEA on domestic energy costs. What if the domestic energy budget plan amount is less then the combined HEA and SHEA?

A. According to 18 NYCRR § 352.5(f)(2) and the TA Energy Manual pg. 53, the payment amount for domestic energy costs must be "at **least** equal to the combined HEA and SHEA". Therefore,

the lowest amount a district can pay is the combined HEA/SHEA amount.

10. Q. Are utility arrears payments included in the reconciliation process?

A. No.

11. Q. Are utility guarantee payments included in the reconciliation process?

A. Yes.

Budgeting

12. Q. If a person has two jobs and provides a timely report, is the earned income disregard applied to both incomes?

A. Yes. The person receives a $90 disregard of the total income amount and, if there is a minor child in the case, each source of earned income is entitled to the percentage earned income disregard. The income can be entered separately or combined in ABEL.

Note: Districts must ensure that the hours of employment entered on ABEL are based on the documentation received and are consistent with the hours of employment entered on the Welfare-To-Work Caseload Management System (NYCWAY for NYC).

13. Q. When a TA recipient fails to report that the non-custodial parent has returned to the household, does the recipient's failure to report the change in household composition make the family ineligible for TA or would the district recalculate the TA budget to include the additional income and resources, if any?

A. No overpayment or household ineligibility can be based solely on the presence of a required but unreported filing unit member. However, no underpayment adjustment would be allowed for any period prior to the person establishing eligibility. Overpayment or ineligibility could be possible if the unreported member did have income or resources, or refused to provide information and verification. (See 93 ADM-33.)

14. Q. When a recipient or an applicant receives a credit card advance and deposits it into a bank account, can it be counted as a resource?

A. Credit card advances are treated as loans for TA purposes. Loans count against the resource limit for SNA recipients and applicants, but are disregarded for FA and SNA-FP applicants and recipients.

15. Q. When budgeting the income of an individual in receipt of SSI/SSDI who makes child support and Medicare payments from the gross SSI/SSDI, does the district subtract either when determining the gross income?

A. No. There is no regulatory basis for disregarding SSI/SSDI income that is used to pay for child support, Medicare payments or any other item in accordance with 18 NYCRR § 352.31(a) (2).

16. Q. Is the receipt of a Child Care Food Program benefit included as income for a TA daycare provider?

A. No, 18 NYCRR § 352.16(a) requires that districts exempt income that has been earmarked by a government agency for a specific purpose that does not supplement the state standard of need.

17. Q. How should the district treat a Social Services Administration required dedicated account for a child's SSI retroactive check?

A. The parent is only the authorized representative of the required account for the child's retroactive SSI benefits (dedicated account). The funds in the account are those of the SSI child and, as such, are exempt as income/resources for TA purposes.

18. Q. Does a New York commitment ceremony and surname change constitute a legal union for the purpose of determining whether the income of the non-applying partner is counted against the needs of the applying partner?

A. For this purpose, New York does not recognize common law marriages or domestic partnerships as a legal union, regardless of a commitment ceremony or name change. Any income that partner contributes to the TA household must be budgeted accordingly.

19. Q. Are clients who are ineligible for TA due to a lump sum, and in a DV shelter, eligible for a DV shelter payment? If not, can the client be referred to Title XX as TA ineligible individuals?

A. The district must first shorten the period of ineligibility using the increased DV shelter costs. If the individual is still ineligible, the individual should be referred to Title XX as a TA ineligible individual.

20. Q. If an individual owns a home that s/he does not reside in, and another person who is on the deed resides in the house, can the district count the house as a resource when determining TA eligibility?

A. Jointly owned real property, when not occupied by the TA applicant/recipient, can only be considered a resource if the co-owner is willing to sell the property. However, a lien can be placed on the TA recipient's share of the jointly owned real property.

21. Q. When an individual who is ineligible to receive TA due to the unreported receipt of a lump sum applies for assistance for a child, is the child eligible to receive TA?

A. The child could be eligible for TA if the child was not in the assistance unit during the month of the lump sum receipt, regardless of when the lump sum was reported. (See TASB, Chap. 18, Sect. U-d "Persons Not In the Assistance Unit" (p. 351).)

Emergency Assistance For Adults (EAA)

22. Q. Can a district open an EAA case for an individual in need of a grant for a guide dog?

A. EAA grants of assistance for guide dogs are for SSI recipients who maintain a guide, hearing or other service dog and, if working, do not have earned income exempted for maintenance of a guide, hearing or other service dog pursuant to federal law or regulation. The LDSS-3087: "Application/Recertification Guide Dog Food Program" form is used to apply for and recertify (every six-months) for the $35 monthly benefit.

The benefit is authorized on an ongoing EAA (CT 18) case using Pay Type "A4-Grant Assistance to Guide Dogs". The program is explained in 87 ADM-05: "Changes to the Grants of Assistance to Guide Dogs (GAGD) Program".

23. Q. If an individual applies for assistance to meet an emergency, can the emergency assistance be paid as EAA if the individual is eligible for an SSI payment but receives no SSI due to a recoupment?

A. Yes. Although the general rule is that a person receiving at least a dollar of SSI is considered an SSI recipient, we consider the SSI eligible individual whose full SSI benefit is being recouped to be a recipient of SSI, unless the Social Security Administration has closed the SSI case. Such an individual is considered an SSI recipient for all TA and emergency purposes.

This policy is consistent with the TA policy regarding TA recipients who are eligible for a small TA grant but the full amount is taken by recoupment. That individual/case is still considered TA active.

Emergency Assistance for Families (EAF)

24. Q. Do districts have the authority to make a payment under EAF, ESNA, or TA for "first month's" rent if the rent is for a future month?

A. No, there is no authority in Social Services Law or regulations to pay rent in advance for a future month under any program. If an applicant has been determined eligible for recurring assistance, a district may assure the landlord that rent will be paid for the upcoming month. Emergency programs can pay to meet current emergency situations, including utility and rent arrears that present a current emergency.

Note: If the client moves in and fails to make the rent payment on the first of the month, and the landlord states the client will have to vacate the unit unless a payment is made, then it is an arrears situation and pay type 52 – Emergency Allowance to Forestall Eviction may be appropriate.

25. Q. Can an applicant receive EAF only once every five years?

A. No. There is no once in a five-year period limit on EAF. The district cannot deny EAF based on such a limitation. However, shelter arrears payments under FA, SNA, EAF or ESNA are limited to not more than six months of arrears once in a five-year period, unless the district has established guidelines otherwise.

Note: If the EAF application was denied because the family did not meet all the EAF requirements but still had an emergency need, the district would have to explore eligibility for ESNA. The denial notice must reflect the basis for denial and any other agency action.

Eligibility

26. Q. Is a three-generation household eligible for a waiver of the six-month face-to-face recertification, which allows them to have a face-to-face recertification every 24 months? For example, a case has a grandmother as the payee for her 2-year-old grandchild, but also in the household is the grandmother's 17-year-old SSI daughter who is also the 2-year-old's mother.

A. No, this case would not be eligible for a waiver allowing a face-to-face recertification only every 24-month. (See 05 INF-24.)

27. Q. When a man, woman and her child apply for assistance, is the man subject to the 45-day SNA application period? What if he is a substance abuser?

A. Generally, yes, he is subject to the 45-day application period. After this period if he is found eligible for SNA, he can be added as an essential person (EP) to an FA case. An individual must be SNA eligible, which includes a 45-day application period, before he or she can become an EP to an FA case. (See TASB, Chapt. 9, Sect. P, Par. 8.)

However, an EP cannot negatively impact an FA case (TASB, Chapter 9, Section P, Paragraph 3c). For example, if the SNA recipient is unable to work due to substance abuse, the individual cannot be added to an FA case as an EP but, instead, must be provided any assistance in a non-cash SNA case.

28. Q. What is the proper procedure for a district to follow when a TA recipient is receiving aid-to-continue pending a fair hearing scheduled to be held in the future and the client comes in to reapply for TA before the hearing is held?

Must the application be denied since the client is already receiving assistance (with the aid-to-continue) or must the district review the application and assess whether the client is eligible for TA in case the client loses the fair hearing?

A. The district must accept and deny the application because the client is already receiving assistance. However, the district must allow the client to report any changes and take appropriate action on the case regardless of the client's current aid-to-continue under TA.

The district must determine if the reported changes resolve the fair hearing issue. If so, the district should withdraw its proposed action.

District of Fiscal Responsibility (DFR)

29. Q. A district received an application from an individual believed to be the fiscal responsibility of another district. The district does not register the application. Rather, they send the application to the district that they believe was the district of fiscal responsibility (DFR) for the individual. Should the district have registered the application?

A. Yes. The responsibility for action on an application belongs to the district where the individual is found and where he or she files the application. The district cannot assume that another district will accept fiscal responsibility for the applicant and until that happens by a formal acceptance of the application by another district, the where-found district must meet all regulatory timeframes for interviewing and determining eligibility for assistance. Further, failure to protect the filing date could have negative implications for MA, FS and TA. Districts must register the application even when they think that another district will accept fiscal responsibility. (See 00 INF-19, "District of Fiscal Responsibility (DFR) Procedures".)

30. Q. If a family enters a New York DV shelter from another state and provides documentation of eligibility, is the county in which the DV shelter is located responsible for the shelter costs?

A. Yes. The “where-found” rule (Social Service Law 62 (1)) does apply to this situation and the “where-found” district would pay from TA or Title XX, if eligible. Although the “district of fiscal responsibility” rules for victims of domestic violence are established by SSL § 62(5)(f), it only applies to victims who are residents of New York State at the time of the domestic violence incident. Therefore, these rules do not apply to out-of-state residents who enter domestic violence residential programs in New York.

Storage and Moving

31. Q. Are districts required to pay storage fees for an applicant who is placed in temporary housing and then loses contact with the district while the TA eligibility determination is being made?

A. No. An individual is only eligible for a storage fee allowance if s/he is eligible under recurring or emergency assistance and the circumstances necessitating the need for such an allowance continue. If the agency loses contact with the applicant they do not know if the circumstances necessitating the need for storage continue. Once an application is denied or assistance is discontinued, the individual is no longer eligible for a storage allowance.

32. Q. Which district must pay for a recipient’s storage fees in situations where the individual lives in one district, but enters a Congregate Care Level II program in a

different district?

A. The district that is responsible for the TA is responsible for the storage fees. For example, if the individual intends to return to the original district after his or her treatment is completed, then the individual is temporarily absent. The original district would be responsible for the Level II cost and Personal Needs Allowance (PNA), and for the storage fees.

If the individual does not intend on returning to the original district, the original district continues to be responsible for his or her needs, including storage fees, only for the month he or she leaves the Level II program and the following month.

33. Q When an individual enters a residential program for victims of domestic violence in another district, which district is responsible for storage fees and moving expenses if the victim decides to remain outside the original district of residence?

A. The original district of residence at the time of the DV incident is responsible for the cost of the residential DV program and for storage fees. When the victim leaves the program and remains outside the original district, the original district continues to be responsible for her needs for the month she leaves the shelter and the following month. Therefore, the original district is responsible for the storage and moving fees.

If the person enters temporary housing on leaving the shelter and not permanent housing in the new district, then the new (where-found) district is responsible for the temporary housing but the original district is still responsible for the storage fees and moving expenses during the month the victim left the shelter and the following month.

The new district becomes responsible for ongoing TA and for any other allowances the victim is eligible to receive, including storage and/or moving expenses, beginning the second month following the exit from the residential DV shelter.

34. Q If an individual has been homeless in District A and District A has been paying storage fees, which district is responsible for moving expenses if the individual finds permanent housing in District B?

A. District A is responsible.

35. Q. Is a family ineligible for moving assistance if they received such assistance in the last 5 years in another district? Does moving assistance include rent assistance or a letter of guarantee for a security deposit?

A. Social Services regulation 18 NYCRR § 352.7(g)(3) & (4) allows, but does not require, districts to limit shelter arrears payments to once in a five-year period. 18 NYCRR § 352.7(g) (3) & (4) do not impact or limit the issuance of moving expenses or security deposits. Moving expenses and security deposits may be issued separately or together, as needed, if the applicant/recipient meets the criteria for such payments (i.e., moving from temporary to permanent housing), in accordance with 18 NYCRR § 352.6.

Burials

36. Q. Must the applicant for a burial benefit complete the LDSS-2921, the Common Application, when applying only for a burial payment?

A. Yes, unless the district has an approved local equivalent application for burials only.

37. Q. Must a district always complete a common application LDSS-2921 for a burial even if the deceased individual was active in an MA case at the time of death?

A. Yes. A burial payment requires a Common Application.

38. Q. Can a burial payment be made on a non-TA case?

A. Yes. A burial payment can be made on a non-TA case (including a FS case) or on a MA case, provided the district has an approved plan for making payments on such cases. (See 03 ADM-8.)

39. Q. Is an application for a burial payment considered an application for an immediate need?

A. No.

40. Q. Can a district require documentation of reported income or resources of the deceased individual or a legally responsible relative?

A. Yes. A determination must be made on what, if any, income or resources of the deceased or a legally responsible relative is actually available to pay toward the burial.

41. Q. Do TA income and resource eligibility requirements apply to indigent burials?

A. No.

42. Q. Whether or not resources are reported, can the district explore potential resources by means such as bank inquiries, etc.?

A. Yes. The district can and should follow its usual exploration of potential resources procedures.

43. Q. If the district discovers after the fact that there are resources that were unknown to the district at the time the burial payment was approved, should the district pursue recovery?

A. Yes.

Payment of Rent and Security Agreements

44. Q. Can a non-TA recipient who lives in subsidized housing charge a TA recipient any amount of rent?

A. Yes. A non-TA household can charge a TA household any amount for shelter (regardless of the non-TA household's actual rent) and the TA household would be entitled to a shelter allowance subject to agency maximums. Nothing prohibits a non-TA primary tenant from charging a TA household a shelter amount greater than the non-TA's actual rent. However, when a non-legally responsible caretaker requests a fuel allowance for an other than guardian (OTG) child, the shelter is limited to the actual rent of the non-TA primary tenant. (See McMullen budgeting: 91 ADM-03).

45. Q. Can a district deny a security agreement or security deposit based on the fact that an individual is moving into a room rather than an apartment?

A. The district is not required to give an upfront cash security deposit but, if otherwise eligible, a security agreement cannot be denied only because the living arrangement is a room rather than an apartment. 18 NYCRR § 352.6(b) refers to "…landlord requires that he be secured against non payment of rent or for damages as a condition to renting a housing accommodation …". Accommodation can include a room or a larger dwelling.

General

46. Q. Is a non-parent caregiver required to pursue SSI on behalf of a child s/he are caring for if the local district believes the child may be SSI eligible?

A. No. However, the non-parent caregiver should be encouraged to do so and the benefits of applying for and receiving benefits on behalf of a child s/he are caring for should be explained to the non-parent caretaker.

47. Q. When a family enters a DV shelter and one member is a citizen and the remaining members do not have documentation of citizenship or alien status, may the district pay for the cost of the U.S. citizen and the cost of the other individuals using Title XX?

A. The district must pay for the citizen. If the other individuals are undocumented aliens, the district is not authorized to pay their shelter costs under TA or Title XX.

48. Q. If a naturalized citizen does not have a Certificate of Naturalization, is the district responsible for paying fees associated with obtaining a new copy?

A. Possibly. When the client files the "N565 -Application for Replacement Naturalization/Citizenship Document", an application for a fee waiver must also be filed.

This is a complicated procedure that may need legal assistance in order to navigate through the process.

In the meantime, if the client has an old “green card” with an alien number, benefits may be issued to the client as a legal permanent resident.

As a last resort, after all diligent efforts to acquire the certificate at no cost have failed, the district would have to assume the cost under 18 NYCRR § 351.5(a).

49. Q. When computing interim assistance can districts include health insurance premiums that the county paid on behalf of the client?

A. No, health insurance premiums are not considered a basic need. Health insurance premiums paid on behalf of an SNA recipient are not recoverable as interim assistance.

50. Q. Is it mandatory that a client complete the voter registration form?

A. The client must be offered the opportunity to register to vote; it is not mandatory, in any circumstance, that s/he indicate yes, no, sign or do anything with the form. If the client does not want to register and does not want to sign the declination, the district must accept the individual’s decision. The district must follow the procedures in GIS 98 TA/DC008, 98 LCM-40, GIS 96 TA/DC028 and 95 INF-1.

51. Q. Can a district require an individual to complete a new application if the individual is reapplying within 30 days of being denied or closed?

A. No, in accordance with 18 NYCRR §§ 350.4 (a) (5) and (b) a new form does not have to be completed. However, the district must go over the application with the individual to verify that the information is still current. If any changes are made, the application must be re-signed and re-dated.

52. Q. Should a child ever be deleted during a closing for a child only case?

A. No. The case closing transaction itself will effectively remove the child that is being deleted. Deleting a child from a child only case during a case closing causes the case to be derived to be a one-parent family, due to a systems issue, regardless of the adult's Individual Disposition Status code.