



FAMILY INDEPENDENCE ADMINISTRATION

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POLICY DIRECTIVE #09-06-ELI *(This Policy Directive Replaces PD #99-46)*

SAFETY NET ASSISTANCE PROGRAM

Date: January 28, 2009	Subtopic(s): Safety Net Assistance
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AUDIENCE The instructions in this policy directive are for staff at Job Centers, and are informational for all other staff.

REVISIONS TO THE PRIOR DIRECTIVE This policy directive has been revised as follows:

- The term “Public Assistance (PA)” has been changed to “Cash Assistance (CA)” throughout.
- The titles and form numbers of the following forms required as part of the Safety Net Assistance (SNA) application process have been incorporated:
 - Agreement To Repay Any Safety Net Assistance Overpayments Still Owed After Case Is Closed (**LDSS-4529**) form
 - Assignment Of Wages, Salary, Commissions Or Other Compensation For Services (**LDSS-4530**) form
- The Required Action section now states that form **LDSS-4530** must be signed in the presence of a Commissioner of Deeds or Notary Public and notarized.

BACKGROUND The New York State Welfare Reform Act of 1997 established the SNA program to provide assistance to individuals and families who are ineligible for Family Assistance (FA) or other federally-funded programs.

HAVE QUESTIONS ABOUT THIS PROCEDURE?
Call 718-557-1313 then press 3 at the prompt followed by 1 or
send an e-mail to *FIA Call Center*

SNA may be provided only when the standard of need may not be met by FA, Emergency Assistance to Families (EAF), Supplemental Security Income (SSI), Emergency Assistance to Adults (EAA), support from legally responsible relatives, or other sources. Emergency Safety Net Assistance (ESNA) is also provided under SNA.

Eligibility Requirements All applicants for or participants of SNA must meet current eligibility requirements for CA, and:

- comply with employment requirements.
- complete a 45-day wait period from the time of application.
- have their energy grant restricted to the utility vendor, if they have one.
- have their shelter allowance restricted to the landlord, or primary tenant if the applicant/participant is not the leaseholder of record.
- adult applicants must sign form **LDSS-4529**, which ensures reimbursement for any overpayments owed after the SNA case is closed.
- adult applicants must sign form **LDSS-4530** for the Agency to secure repayment of any money that is owed due to an overpayment of SNA after providing the opportunity for a fair hearing.

Forms **LDSS-4529** and **LDSS-4530** are available through POS.

Individuals Eligible for SNA

The following persons, if otherwise eligible for CA, must receive assistance under the SNA program:

- Adults without dependent children.
- Persons under the age of 18 without a dependent child, who have no adult relative with whom to live and are not in need of foster care.
- Families who are otherwise eligible for CA in which the head of household, or any other adult member required to be a member of the CA household, is deemed unable to work due to alcohol or substance abuse, and the head of household or other adult is complying with the substance abuse screening, formal assessment, and rehabilitation treatment requirements.
- Members of a household in which the head of the household or any other adult household member fails to comply with the required screening, formal assessment or rehabilitation treatment for substance abuse. The noncomplying head of household or adult is ineligible for CA.
- Aliens who are eligible for CA, but who are not eligible for federal reimbursement.
- Families who have exceeded the 60-month lifetime limit on FA or other CA, whether or not funded under the Temporary Assistance for Needy Families (TANF) block grant.

Individuals Not Eligible for SNA

The following persons are not eligible for SNA:

- Individuals who are not legally residing in the United States or who are unable to document that they are legally residing in the United States.
- Aliens who are not eligible for CA.
- Individuals who are sanctioned from FA or SNA.
- Individuals and families who fail to comply with the eligibility requirements for FA or SNA.
- Individuals residing with an FA-eligible minor child, unless the family has exceeded the 60-month lifetime limit on FA or other CA.
- Individuals eligible for the New York State eight-month maximum of Refugee Cash Assistance.

Cash and Non Cash Components for Safety Net Assistance

SNA is comprised of a Cash component and a Non Cash component. An individual or family may only receive Safety Net Cash Assistance (SNCA) for a lifetime limit of 24 months. After an individual has received SNCA for 24 months, he/she may be categorized as Safety Net Non Cash (SNNC), if otherwise eligible. There is no time limit for how long an individual may receive SNNC.

Safety Net Cash Assistance (SNCA)

SNCA

SNCA is a CA program that has a lifetime limit of 24 months unless the adult head of household is exempt from work requirements or is HIV-positive and is not required to participate in drug or alcohol rehabilitation. The 24-month clock started on August 4, 1997, for all participants receiving assistance in the SNCA category (this affected individuals who were in receipt of Home Relief on that date).

Individuals who receive SNCA

SNCA can be provided to the following SNA-eligible individuals:

For information regarding SNA guidelines for minors, refer to the Temporary Assistance Source Book, Chapter 10, Sections B and C.

- Adults without dependent children
- Persons under the age of 18 without a dependent child, who have no adult relative with whom to live and are not in need of foster care

The cumulative total of months on SNCA is applied against the 60-month cash lifetime limit of FA under TANF.

For example, if an individual who previously received 24 months of SNCA now becomes eligible for FA (e.g., has a child), the family can only receive FA for a maximum of 36 months. After this time, they would be eligible to receive nonfederally participating SNNC.

SNCA cases that have reached the State 60-month cash limit must be converted to SNNC, unless the household qualifies for a time limit exemption.

Safety Net Non Cash Assistance (SNNC)

SNNC

SNNC provides non cash assistance to families who reach the 60-month lifetime cash limit for FA or Safety Net Federally Participating (SNFP), and individuals and childless couples who reach the 24-month lifetime cash limit on SNCA. The SNNC category has no assigned time limits for individuals deemed ineligible to receive assistance in the SNCA or FA categories. Single individuals and childless couples where at least one adult is in treatment and has been determined unable to work due to substance abuse must also receive SNNC assistance. SNNC is State-funded and provides assistance in the form of direct vendor payments.

Individuals who receive SNNC

The following groups of SNA-eligible individuals must receive SNNC:

- Individuals who are deemed unable to work due to alcohol or substance abuse, and are complying with the substance abuse screening, formal assessment, and rehabilitation treatment requirements.
- A household in which all members are adults and any household member fails to comply with the required screening, formal assessment or rehabilitation treatment for substance abuse. The noncomplying adult is a sanctioned member of the household.
- Families that include an adult or minor head of household who have reached the 60-month limit of CA in a lifetime, unless an adult head of household or any other adult household member is exempt from employment requirements or is HIV-positive, and not required to participate in drug/alcohol rehabilitation.
- Cases that include individuals who have received SNCA for a cumulative period of 24 months in a lifetime, including the receipt of recurring emergency SNCA, unless an adult head of household or any other adult household member is exempt from employment requirements or is HIV-positive, and is not required to participate in drug/alcohol rehabilitation.

Emergency Safety Net Assistance (ESNA)

ESNA

The Agency must authorize ESNA to provide for the effective and prompt relief of identified needs that cannot be provided for under the EAF or FA programs.

An emergency or short-term case is one in which a need is presumed to continue for a period of less than three months. However, cases in which frequent reapplications for assistance are made should not be considered emergency or short-term.

Recurring ESNA is assistance granted for a time period to meet the continuing needs of the applicant rather than assistance granted on a one-time basis.

The number of months any individual or family receives recurring ESNA must count against the 24-month limit for SNCA.

Safety Net Federally Participating (SNFP) Non Cash Assistance Program

SNFP

SNFP must be utilized for applicants/participants in cases that would otherwise be eligible for FA, such as:

- Families in which the head of household, or any other adult household member, is determined to be unable to work due to abuse of drugs or alcohol and the head of household or adult member is compliant with the screening, formal assessment, and treatment requirements for drug/alcohol abuse.
- Families in which the head of household or any other adult household member fails to comply with the substance abuse screening, formal assessment or rehabilitation treatment requirements, or if such an individual is in treatment and deemed unemployable. The noncomplying adult is a sanctioned member of the household.

See PD #08-31-ELI

The time spent in the SNFP category counts towards the federal 60-month TANF time limit, unless the household qualifies for a time limit exemption.

If the household does not meet the criteria for an FA time limit exemption, but meets the SNA time limit exemption criteria, forms **LDSS-4529** and **LDSS-4530** must be signed as indicated on page 2, as an eligibility requirement for SNA.

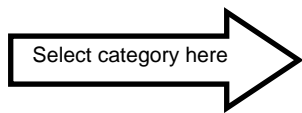
Households that are Not Exempt from the FA and SNA Time Limits	<p>Households that are not exempt from the FA and SNA time limits must also complete the SNA application process. The Safety Net Assistance (SNA) Application Supplement (LDSS-4776) form must be completed and signed by all able-bodied adults in the household.</p> <p>If the casehead or legally responsible relative refuses to file the SNA application, enter Action Code 453B (Refusal to File SNA Application) in New York City Work, Accountability and You (NYCWAY). This code converts to Client Notification System (CNS) Closing Code G30 in Welfare Management System (WMS).</p>
SNA Time Limit Exemption	<p>An SNA time limit exemption is granted when the adult in the household is <u>work exempt</u>.</p> <p>Examples of households that are not exempt from the FA time limits but may meet the SNA time limit exemption:</p> <ul style="list-style-type: none"> • Households including an adult who is temporarily unemployable for three months. • Households including an adult who is HIV-positive and exempt from work rules. • Households including an adult who is at least eight months pregnant.
Verifying Exemptions	<p>Participants must verify exemptions as follows:</p>
SSI Review	<ul style="list-style-type: none"> • If an adult family member is in receipt of or pending receipt of SSI, access the State Data Exchange (SDX) screen in WMS to verify the information. If necessary, allow the participant the opportunity to obtain the verification. An individual who seeks an exemption based on filing an SSI application must be referred to the Wellness, Comprehensive Assessment, Rehabilitation and Employment (WeCARE) program for verification.
Caring for a Disabled Household Member (See PD #07-05-EMP)	<ul style="list-style-type: none"> • If the incapacity of another household member requires full-time care by the participant, give the participant the opportunity to provide detailed documentation to verify this situation.
Medical Exemptions	<ul style="list-style-type: none"> • If the participant claims to not be able to work because of physical/mental impairment and the claim has not been verified, schedule a WeCARE appointment through NYCWAY (Action Code 103N – Time Limit Sanctioned Referral to WeCARE) and give the participant a return appointment with Action Code 100R.
Domestic Violence	<ul style="list-style-type: none"> • If a participant makes a disclosure regarding domestic violence, he/she must be seen by a domestic violence liaison for a time limit waiver evaluation.

REQUIRED ACTION

When an applicant/participant is ineligible for FA, a determination must be made as to which Safety Net Assistance category is appropriate.

For applicants, the Case Category is entered by the Job Opportunity Specialist (JOS)/Worker in either the Application Intake (for case registration), Application Modification (to make changes for a case that is still in applying status), or in the Paperless Office System (POS) Turn-Around Document (TAD) (for all other cases).

Case Login Application Intake/Application Modification Window:



Version 12.2.1b - Paperless Office System - [Case Login] 2:15:27 AM Friday, September 19, 2008

File Edit Tools Window Help

Worker ID: _____ Center ID: 040 District: 66

Present Address

Street Number: 09 Direction: E Name: 18th Type: St Apt #: 18 City: New York
 State: NY Zip Code: 10451-0000 Phone: 432-982-3409

Case Member Information

Suff Ln	CIN	Name	Relation	DOB	SSN	Val	Sex	Citn	Nit	HB	PA	MA	FS	AFIS	S
1	1	CIN00001	Brown Larry M	Casehead	02/02/1958	324-09-2439	M			AP	AP	AP			

Suffix Level Information

Registration Number: 080918164664

Suffix: 1 Case Name: Brown Larry File Date: 09/18/2008

Category: [FA] Primary Language: English CNS Notice Language: [English] Language Read: English

Buttons: Done Xmit Previous

Current Activity: Application Intake TEST MARRIED (080918164664)

Note: The window looks the same in the Application Intake and Application Modification activities.

Shelter

The JOS/Worker must make entries for shelter and utilities in the Shelter (Housing) Expenses window and restrict shelter payments up to the maximum CA shelter allowance.

Shelter (Housing) Expenses Window:

The JOS/Worker must complete each question as follows:

"Do You (Or Anyone Who Lives With You) Have A Rent, Mortgage Or Other Shelter Expenses?"

	Yes	No
Do You (Or Anyone Who Lives With You) Have A Rent, Mortgage Or Other Shelter Expenses?	<input checked="" type="radio"/>	<input type="radio"/>
Do You (Or Anyone Who Lives With You) Have A Heat Bill Separate From Your Rent Or Shelter Expense?	<input type="radio"/>	<input type="radio"/>
Do You (Or Anyone Who Lives With You) Have An Electricity And/Or Gas Bill Separate From Your Rent Or Mortgage?	<input type="radio"/>	<input type="radio"/>
Do You (Or Anyone Who Lives With You) Have Air Conditioning Bill Separate From Your Rent Or Mortgage?	<input type="radio"/>	<input type="radio"/>
Do You (Or Anyone Who Lives With You) Have Other Utilities (Water, ETC.) Bill Separate From Your Rent Or Mortgage?	<input type="radio"/>	<input type="radio"/>
Does Any Person, Group Or Organization Outside The Household Pay Any Of The Household Expenses?	<input type="radio"/>	<input type="radio"/>
Does Any Person Living In The Household Who Is Not Applying, Pay Any Of Your Household Expenses?	<input type="radio"/>	<input type="radio"/>
Are There Rent Arrears?	<input type="radio"/>	<input type="radio"/>
Do You (Or Anyone Who Lives With You) Have Utility/Telephone Installation Fees Separate From Your Rent Or Mortgage?	<input type="radio"/>	<input type="radio"/>
Did The Household Receive A HEAP Payment For The Current (HEAP) Program Year or are They Anticipating Receiving a HEAP Payment?	<input type="radio"/>	<input type="radio"/>

Spanish Next Previous

If "Yes" is clicked, the following Response to Question window will appear, as shown on the next page:

The screenshot shows the 'Response to Question' form. The 'Shelter Information' section is highlighted with an arrow pointing to the 'Shelter Type' dropdown menu. Other fields include 'Shelter Code', 'Actual amount charged for Rent/Mortgage', 'Frequency', 'Verified', and 'Rent Charged To Secondary Tenant'.

Click the Shelter Type box to select the appropriate shelter type, which will enable the necessary fields.

The screenshot shows the 'Response to Question' form with the 'Restriction Information' section highlighted by an arrow. This section includes fields for 'Has The Household Requested A Rent Restriction Exemption?', 'Rent Restriction Type', 'PA Shelter Amount', and 'Is the restriction information the Same As The Landlord Information?'. The 'Shelter Type' is now set to 'Apt pvt house...'.

Be sure to enter the appropriate restriction information. Once the appropriate information has been entered in this screen, click the "OK" button.

If “Public Housing” has been selected in the Shelter Type window, a Drill Down Window will appear to enter the required New York City Housing Authority (NYCHA) account number and information.

Public Housing Drill Down Window:

Utilities

The JOS/Worker must restrict the average monthly billing amount on behalf of SNA participants who pay separately for utilities. Any excess amount can be paid to the service provider at the participant's request, only if there is sufficient money left in the participant's grant after the shelter is paid.

The amount restricted from the participant's grant for fuel for heating must not exceed the fuel for heating allowance, unless the participant requests that an excess amount be paid and there is sufficient money left in the grant, after the shelter is paid.

“Do You (Or Anyone Who Lives With You) Have A Heat Bill Separate From Your Rent Or Shelter Expense?”

If “Yes” is clicked, the following Response to Question window will appear:

The screenshot shows a 'Response to Question' dialog box with the following fields and options:

- Fuel Type:** Dropdown menu.
- Name On Bill:** Text input field.
- Other:** Text input field.
- Relation to Case Head:** Dropdown menu.
- Verified Fuel Type and Name:** Radio buttons for Yes/No.
- Fuel on Budget:** Radio buttons for Yes/No.
- Service is:** Radio buttons for On/Off.
- Service End Date:** Date input field (00/00/0000).
- Arrears / Pending Shut Off / Less than 10 Day Supply of Fuel:** Radio buttons for Yes/No.
- Amount:** Text input field.
- Freq:** Dropdown menu.
- Account Number:** Text input field.
- Company Name:** Text input field.
- Company Address:** Text input field.
- Company Phone:** Text input field.
- Participating Vendor?:** Radio buttons for Yes/No.
- Contract with company?:** Radio buttons for Yes/No.
- Expires:** Date input field (00/00/0000).
- URL:** www.heapoil.com/admin/reports/DTDA_ParticipatingDealersReport.jsp
- Non-Participating Vendor Payment Plan Type:**
 - Pre-Payment Purchase Plan
 - Price Per Gallon Capped or Locked in Plan
 - Monthly budget Plan
 - Annual Service Contract Plan
 - Other Type of Contract Plan
- Is the applicant/participant willing to select a new vendor?:** Radio buttons for Yes/No.
- New Vendor Information:**
 - Company Name: Dropdown menu
 - Company Address: Text input field
 - Company Phone: Text input field
- Old Vendor Information:**
 - Company Name: Dropdown menu
 - Company Address: Text input field
 - Company Phone: Text input field
- Fuel Restriction Type:** Dropdown menu (highlighted by callout).
- Restriction Name:** Text input field.
- Restriction Address:** Text input field.
- Vendor City:** Text input field.
- Vendor State:** Dropdown menu.
- Vendor Zip Code:** Text input field.
- New Vendor
- Document...:** File selection button.
- Scan:** Checkbox.
- Comment...:** Text area.
- Buttons:** OK, Cancel.

Once all appropriate information regarding heating is entered, click the “OK” button.

“Do You (Or Anyone Who Lives With You) Have An Electricity And/Or Gas Bill Separate From Your Rent Or Mortgage?”

If “Yes” is clicked, the following Response to Question window will appear:

The screenshot shows a 'Response to Question' dialog box with the following fields and options:

- Instructions:** If Gas and Electric companies are different make a separate entry for each.
- Name On Bill:** Dropdown menu.
- Company Name:** Text input field.
- Account Number:** Text input field.
- Amount:** Text input field.
- Frequency:** Dropdown menu (M).
- Verified:** Radio buttons for Yes/No.
- Is this a Heat Related Utility? (Is gas or electricity necessary to run the furnace or thermostat?):** Radio buttons for Yes/No.
- Utility Guarantee WMS Indicator:** Text input field (0).
- Utility Guarantee:** Text input field.
- Utility Restriction:** Text input field (highlighted by callout).
- Document...:** File selection button.
- Scan:** Checkbox.
- Service is:** Radio buttons for On/Off.
- Service End Date:** Date input field (00/00/0000).
- Arrears/ Pending Shut Off:** Radio buttons for Yes/No.
- Comment...:** Text area.
- Buttons:** OK, Cancel.

Once all appropriate information regarding electricity and gas is entered, click the “OK” button.

“Do You (Or Anyone Who Lives With You) Have Air Conditioning Bill Separate From Your Rent Or Mortgage?”

If “Yes” is clicked, the following Response to Question window will appear:

The screenshot shows a dialog box titled "Response to Question". It contains the following fields and controls:

- Amount:** A text input field.
- Frequency:** A dropdown menu with "M" selected.
- Verified:** Radio buttons for "Yes" and "No".
- Document...:** A text input field.
- Scan:** A checkbox.
- Comment...:** A large text area for entering a comment.
- Buttons:** "OK" and "Cancel" buttons at the bottom.

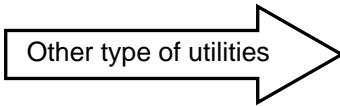
Once all appropriate information regarding air conditioning is entered, click the “OK” button.

“Do You (Or Anyone Who Lives With You) Have Other Utilities (Water, ETC.) Bill Separate From Your Rent Or Mortgage?”

If “Yes” is clicked, the following Response to Question windows will appear:

The screenshot shows a dialog box titled "Response to Question". It contains the following fields and controls:

- Other Utilities:** A dropdown menu.
- Name On Bill:** A dropdown menu.
- Amount:** A text input field.
- Frequency:** A dropdown menu with "M" selected.
- Verified:** Radio buttons for "Yes" and "No".
- Company Name:** A text input field.
- Account Number:** A text input field.
- Arrears:** Radio buttons for "Yes" and "No".
- Amount:** A text input field.
- Period From:** A text input field.
- Period To:** A text input field.
- Document...:** A text input field.
- Scan:** A checkbox.
- Comment...:** A large text area for entering a comment.
- Buttons:** "OK" and "Cancel" buttons at the bottom.



Response to Question

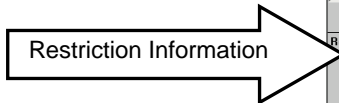
Other Utilities	Name On Bill	Amount	Frequency	Verified
Water Only Sewage Only Water/Sewage Garbage Disposal Lease Agreement for Water/Sewage/Garbage			M	<input type="radio"/> Yes <input type="radio"/> No
Document Number		Arrears	Amount	Period From
		<input type="radio"/> Yes <input type="radio"/> No		Period To
Document...		Scan		
		Comment...		
OK		Cancel		

Once all appropriate information regarding other utilities is entered, click the "OK" button.

Budget Window:

Once all questions are completed, the information to be budgeted will be reflected on the Household/Suffix Financial Needs Screen. If any information needs to be corrected, the JOS/Worker must go back to the appropriate question to change the information, and repeat the process.

Information entered in the rent and utilities windows in POS carries over to the POS Budget and the POS TAD windows, as in the following screen shots:



Version 12.2.1b - Paperless Office System - [Household / Suffix Financial Needs] 2:08:29 AM Friday, September 19, 2008

Center Worker Name: 040 00123 Case No: 000000098411 Suffix: 1 Client Name: TEST MARRIED Effective Dates: 10A08- Budget Type: PA & FS

Shelter Type: FR Child Heap WMS Budget: S No LRR: 0 Proration: #2 9/19/2008 02:08:00

Unfurnished Apartment or Room: Amount: \$458.00 Monthly Period: Water Amount: No LRR: Proration:

Utilities Allowances	Indicator	Type
FSUA		
FSUT		

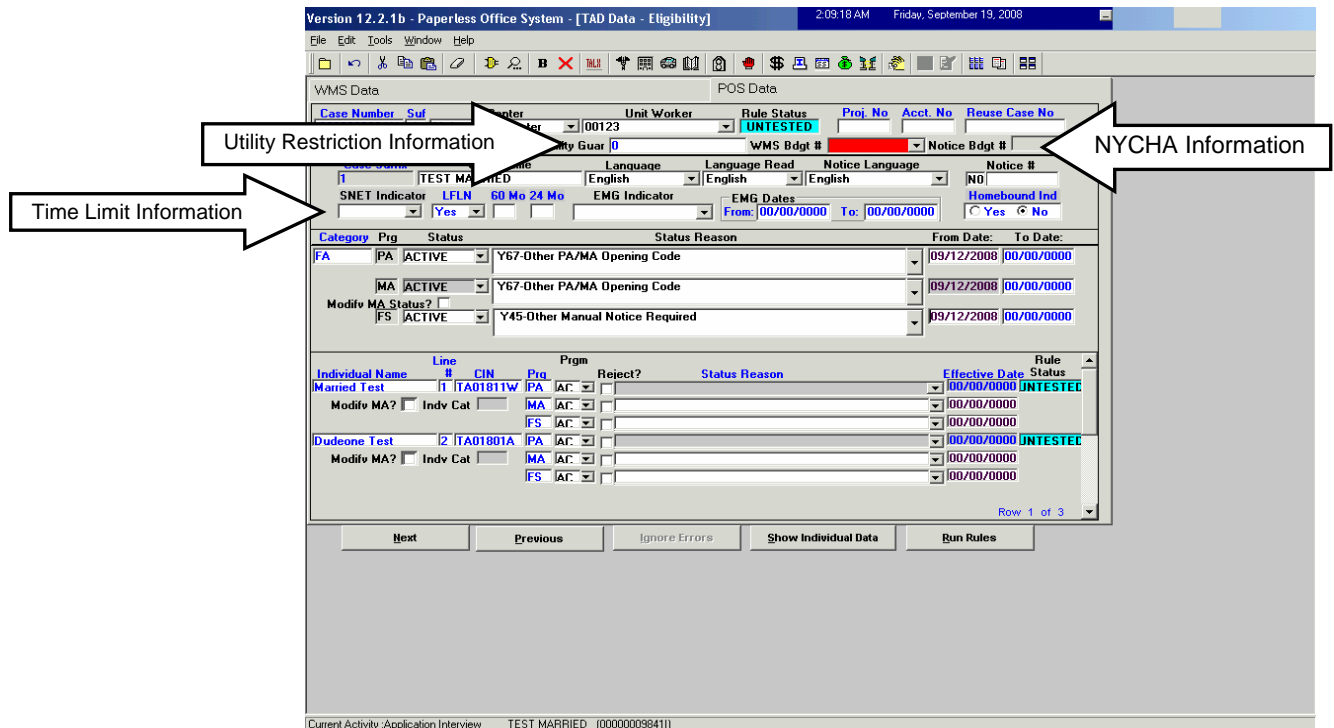
Food Stamp Program: Suffix: 1 Status: ACTIVE No. in FS Hh: 3 FS Routing: Catg. Eligibility:

Public Assistance	Suffix	Type	Status	No. in PA	Fuel (absent from home)	PA Shelter	Total Resources	Additional Needs Suffix	Type	Amount	Period
1	FA	ACTIVE	3		400.00	\$0.00		1			

Restrictions: Suffix: 1 Type: Direct Involuntary (PA L) What: Shelter Sent to: Landlord Name for App M
100 Main Str T1
New York NY 10036

Income or Results Existing Budgets

Current Activity: Application Interview TEST MARRIED (000000098411)



A CNS Notice will be generated to inform the applicant/participant of budget and restrictions.

If the household does not meet the criteria for an FA time limit exemption, the JOS/Worker must:

- Print forms **LDSS-4529** and **LDSS-4530** for each adult applicant/participant in the household, 18 years of age and older;
- Inform the applicant/participant that all adult members of the household must sign these forms as a condition of eligibility for SNA;
- Have each adult applicant/participant in the household, 18 years of age and older, sign forms **LDSS-4529** and **LDSS-4530**. Form **LDSS-4530** must be signed in the presence of a Commissioner of Deeds or a Notary Public and notarized;
- Scan and index the forms into the electronic file;
- Give a copy of forms **LDSS-4529** and **LDSS-4530** to the applicant/participant; and
- Forward the originals of forms **LDSS-4529** and **LDSS-4530** to:

Investigation, Revenue and Enforcement Administration
 Claims and Collections Division
 250 Church Street, 5th Floor
 New York, NY 10013

PROGRAM IMPLICATIONS

Paperless Office System (POS) Implications	Electronic versions of forms LDSS-4529 and LDSS-4530 are available in POS.
Food Stamp Implications	FS eligibility and benefit levels must still be determined based on the total income available to the FS household. All rules regarding counting the CA grant in the FS calculation apply to the SNA program. SNA payments will continue to be treated as unearned income for FS purpose. All benefits received as non cash assistance are counted as unearned income in determining the FS benefit level.
Medicaid Implications	Category of assistance has no effect on Medicaid eligibility. There are no time limits for Medicaid. A separate determination must continue to be made for Medicaid eligibility.

FAIR HEARING IMPLICATIONS

Avoidance/Resolution	Applicants/participants who are denied SNCA or are reclassified to SNNC are entitled to request a Fair Hearing. Remember to take the proper steps to process each case correctly, explain the SNA program to the applicant/participant upon request, give the individual an opportunity for a conference/resolution and prepare a detailed case record entry.
Conferences	<p>An applicant/participant can request and receive a conference with a Fair Hearing and Conference (FH&C) AJOS/Supervisor I at any time. If an applicant/participant comes to the Job Center requesting a conference, the Receptionist must alert the FH&C Unit that the individual is waiting to be seen. In Model Offices, the Receptionist at Main Reception will issue an FH&C ticket to the applicant/participant to route him/her to the FH&C Unit and does not need to verbally alert the FH&C Unit staff.</p> <p>The FH&C AJOS/Supervisor I will listen to and evaluate any material presented by the applicant/participant, review the case file, and discuss the issue(s) with the JOS/Worker responsible for the case and/or the JOS/Worker's Supervisor. The AJOS/Supervisor I will explain the reason for the Agency's action(s) to the applicant/participant.</p>

If the determination is that the applicant/participant has presented good cause for the infraction or shown that the outstanding Notice of Intent needs to be withdrawn for other reasons, the FH&C AJOS/Supervisor I will Settle in Conference (SIC), enter detailed case notes in NYCWAY, and forward all verifying documentation submitted by the applicant/participant to the appropriate JOS/Worker for corrective action to be taken. In addition, if the adverse case action still shows on the “Pending” (08) screen in WMS, the AJOS/Supervisor I must prepare and submit a Fair Hearing/Case Update Data Entry Form (LDSS-3722), change the 02 to 01 if the case has been granted Aid to Continue (ATC), or prepare and submit a CA Recoupment Data Entry Form – WMS (LDSS-3573) to delete a recoupment. The AJOS/Supervisor I must complete a Conference Report (M-186a).

If the applicant/participant fails to show good cause for the infraction or if it is determined that the Agency’s action(s) should stand, the AJOS/Supervisor I will explain to the applicant/participant why he/she cannot SIC. The AJOS/Supervisor I must complete form M-186a. Should the applicant/participant elect to continue his/her appeal by requesting a Fair Hearing or proceeding to a hearing already requested, the FH&C AJOS/Supervisor I is responsible for ensuring that further appeal is properly controlled and that appropriate follow-up action is taken in all phases of the Fair Hearing process.

Evidence Packets All Evidence Packets must contain a detailed history, copies of relevant WMS screen printouts, other documentation relevant to the action taken, and copies of NYCWAY “Case Notes” screens.

REFERENCE 07-INF-05
TASB, Chapter 10

RELATED ITEMS PD #07-05-EMP
PD #08-31-ELI

ATTACHMENTS **LDSS-4529** Agreement To Repay Any Safety Net Assistance Overpayments Still Owed After Case Is Closed (Rev. 6/2001)
 Please use Print on Demand to obtain copies of forms. **LDSS-4530** Assignment Of Wages, Salary, Commissions Or Other Compensation For Services (Rev. 2/2007)
LDSS-4530 SP Assignment Of Wages, Salary, Commissions Or Other Compensation For Services (Spanish) (Rev. 2/2007)

AGREEMENT TO REPAY ANY SAFETY NET ASSISTANCE OVERPAYMENTS STILL OWED AFTER CASE IS CLOSED

I am applying for Safety Net Assistance money, and I understand that;

- The law that allows me to apply for Safety Net Assistance is Title 3 of Article 5 of NYS Social Services Law.
- I might get paid **too much money** (“overpayment”) because:
 - I might be paid money that I was not allowed to get.
 - I might be paid money that had to be paid back, according to Social Services laws or regulations.

If I am paid too much money (“overpayment”), I understand and agree to **pay back** the overpayment:

- even if I still owe it after my Safety Net Assistance case is closed
- on the first day of the second month ~~after~~ the month my Safety Net Assistance case is closed, unless another date is agreed to by the social services district.
- to the social services district address listed below, since this social services district gives out Safety Net Assistance money for _____ County.

I understand that, in order to be able to get Safety Net Assistance, I must agree to pay back any Safety Net Assistance overpayment that I may owe, even if I still owe it after my Safety Net Assistance case is closed [NYS Social Services Law 158(g)].

Applicant Signature: X _____ Date: _____
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Applicant’s Name and Address: *(please print)*

Social Services Rep. Signature: X _____ Date: _____

_____ County Department of Social Services

Address: _____

ACUERDO DE DEVOLUCION DE CUALQUIER PAGO EXCESIVO DEL PROGRAMA DE AYUDA PARA EL HOGAR QUE AUN SE DEBA DESPUES DEL CIERRE DE SU CASO

Estoy solicitando dinero del programa de Asistencia para Proveer Seguridad, y comprendo que:

- La ley que me permite solicitar Asistencia para Proveer Seguridad es el Título 3 del Artículo 5 de la Ley de Servicios Sociales del Estado de Nueva York.
- Puede ser que se me pague **demasiado dinero** (“exceso de pago”) debido a que:
 - Se me pague dinero que yo no debería haber recibido.
 - Se me pague dinero que debería haberse devuelto, de acuerdo a las leyes o regulaciones de Servicios Sociales.

Si se me paga demasiado dinero (“exceso de pago”), comprendo y estoy de acuerdo en **devolver** el exceso de pago:

- aunque yo todavía deba el dinero después de que mi caso de Asistencia para Proveer Seguridad se haya cerrado.
- el primer día del segundo mes **después** del mes en que mi caso de Asistencia para Proveer Seguridad se haya cerrado, a menos que el distrito de servicios sociales determine otra fecha.
- a la dirección del distrito de servicios sociales que aparece abajo, debido a que este distrito de servicios sociales suministra dinero al programa de Asistencia para Proveer Seguridad para el Condado de _____.

Comprendo que para obtener dinero del programa de Asistencia para Proveer Seguridad debo acordar devolver cualquier exceso de pago del programa de Asistencia para Proveer Seguridad que yo pueda deber aunque yo todavía lo deba después de que mi caso de Asistencia para Proveer Seguridad se haya cerrado [Ley de Servicios Sociales del Estado de Nueva York 158(g)].

Firma del Solicitante: X _____	Fecha: _____
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Nombre y Dirección del Solicitante: *(en letras de molde)*

Firma del Rep. de Servicios Sociales: **X** _____ Fecha: _____

Depto. de Servicios Sociales del Condado de _____

Dirección: _____

ASSIGNMENT OF WAGES, SALARY, COMMISSIONS OR OTHER COMPENSATION FOR SERVICES

NOTE: THIS AGREEMENT AUTHORIZES THE SOCIAL SERVICES DISTRICT TO RECOVER ANY OVERPAYMENT OF YOUR TEMPORARY ASSISTANCE BENEFITS BY COLLECTING THE AMOUNT OF THE OVERPAYMENT DIRECTLY FROM YOUR FUTURE WAGES. IF YOU FAIL TO MAKE THE PAYMENTS REQUIRED BY A REPAYMENT AGREEMENT BETWEEN YOU AND THE SOCIAL SERVICES DISTRICT, THE SOCIAL SERVICES DISTRICT WILL FILE THIS AGREEMENT WITH YOUR EMPLOYER AND RECOVER THE OVERPAYMENT DIRECTLY FROM YOUR WAGES.

For a good and valuable consideration, I, _____ of _____, City of _____, County of _____, State of New York, hereby assign to the _____ Department of Social Services, located at _____ in the City of _____, County of _____, and State of New York, hereinafter designated as the "social services district", its successors and assigns, a ten percent (10%) interest in all my wages, salaries, commissions and other compensation for services. This assignment is made to secure the repayment of any overpayments of Safety Net Assistance made to me by the social services district while I am receiving Safety Net Assistance which I have not repaid to the social services district at the time of closing of my Safety Net Assistance case. Repayments of any overpayments which have not been repaid at the time of closing of my Safety Net Assistance case must be made at the address of the social services district set forth above the first day of the second month I cease to receive Safety Net Assistance or another date agreed to by the social services district.

I authorize and direct any future employer to pay ten percent (10%) of my earnings, or such proportion thereof as may be legally collectible by the social services district under this assignment, such payment to be made directly to the social services district.

I expressly release and discharge my employer from all liability to me on account of any and all moneys paid in accordance with this assignment.

This assignment is executed as security for the payment to me of any Safety Net Assistance benefits by the social services district or its successors and assigns pursuant to Title 3 of Article 5 of the Social Services Law of the State of New York.

No other assignment of wages by me exists in connection with the above described transaction or series of transactions.

Receipt is hereby acknowledged of a copy of this assignment and a summary of sections 46-c, 46-e, 46-f, 47-e, 48, 48-a, 48-b, 48-c and 49 of the Personal Property Law of the State of New York.

THIS IS AN ASSIGNMENT OF WAGES, SALARY COMMISSIONS OR OTHER COMPENSATION FOR SERVICES.

ASSIGNOR

DATE

A NOTARY PUBLIC MUST COMPLETE THE FOLLOWING

State of _____ County of _____ ss:

On this _____ day of _____, 20_____, before me personally

appeared _____ to me known and known to me to be the same person described in and who executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same.

Notary Public, State of _____

(Please affix stamp)

SUMMARY OF PROVISIONS OF THE PERSONAL PROPERTY LAW

Section 46-c includes requirements for assignments of future earnings involving less than one thousand dollars. It requires that such assignments must be written instruments in at least eight point type. The assignments must describe fully the transactions to which they relate, including the name and address of the assignee, the basis of the consideration given for the assignment, and the date on and place at which payments are to be made. It provides that the assignment is security only for the transaction or series of transactions described in it.

Note: Section 46-c applies to assignments of less than \$1,000. All the remaining sections apply to assignments of any amount.

Section 46-e requires that an assignment of future earnings be signed by the assignor and that a copy of the assignment and any papers pertaining to the transaction described in the assignment be given to the assignor.

Section 46-f provides that any assignment made for any advance or loan with interest greater than 18 percent is invalid for any purpose.

Section 47-e sets forth requirements for vacating an assignment of earnings. It requires that a proceeding may be brought by order to show cause and petition which specifies the grounds upon which the assignment should be vacated. It sets forth the method for serving the order to show cause and petition which may be by personal service, leaving the papers at the assignee's place of business with a person of suitable age with directions to deliver them to the assignee and mailing a copy by certified mail to the address of the assignee specified on the assignment, or as directed by the court. It provides that if the assignment is vacated the judgment vacating it must be presented to the county clerk where the assignment is filed and the clerk must mark on the assignment "Vacated by order of the court." It further sets forth that this section does not extend the territorial limits of the jurisdiction of the court; no assignment shown to have been made in compliance with the direction of a family court in a matrimonial action may be vacated by an order authorized in this section and the court shall have jurisdiction to consider all defenses to the assignment and debt secured by the assignment.

Section 48 requires that a 20 days written notice accompanied by the papers required by section 46-e be sent to the assignor by certified mail, return receipt requested before an assignment of future earnings can be filed with the assignor's employer. The notice cannot be sent until 21 days after the payment which is the subject of the assignment is due. If a payment of any amount is accepted by the assignee before the 20 days notice has elapsed the assignment cannot be filed with the assignor's employer. However, if there is a subsequent default the assignment can be filed with the employer with no notice to the assignor. The written notice must notify the assignor that if the assignor has a defense to the wage assignment or the debt on which it is based, the assignor may either request a hearing before a court in accordance with the provisions of section 47-e above or send to the assignee within ten days of receipt of the notice, by certified mail return receipt requested, a written notice containing the assignor's name and address which contains the following statement: I (insert name), residing at (insert address), hereby affirm that I have a bona fide defense to the claim in your notice dated (insert date of notice) and to the wage assignment given as security therefor, based upon the following facts (state the facts constituting the basis of your defense). If the assignor sends the above notice, the assignee cannot file the wage assignment with the assignor's employer without an order of a court authorizing the filing.

Section 48-a provides that, after filing with the assignor's employer payments shall begin to the assignee, beginning with the first salary payment to the assignor after ten days after the filing of the assignment with the employer. A copy of the assignment that is filed with the employer must be authenticated by a notary public or commissioner of deeds and must be accompanied by a statement which sets forth the amount due to the assignee, the date and amount of any payments already made to the assignee on the debt which is the subject of the assignment and the date on which the assignment was filed with the county clerk. The amount that can be paid to the assignee by the employer of assignor cannot exceed ten percent of the assignor's future earnings for the month. If at the time of filing of the assignment with the employer there is any other assignment of future earnings of assignor subject to payment or any garnishment against assignor's earnings or order against the assignor for installment payments to a judgment creditor no amount shall be collectible by the assignee while such other assignment is subject to payment or such other garnishment or order is in force. No portion of assignor's earnings can be withheld or paid to pay any subsequent garnishment while any portion of the debt of less than one thousand dollars secured by an assignment previously filed with the employer remains unpaid.

Section 48-b provides that the assignor's earnings cannot be withheld pursuant to an assignment of future earnings unless the assignor's earnings exceed \$85 per week.

Section 48-c provides that if an assignor is not employed at the time of signing the assignment of future earnings, the assignment will be collectible from any future employer of the assignor. If the assignor ceases employment while his or her earnings are subject to an assignment, the assignment can be applied to any future employment of the assignor until the debt secured by the assignment is paid in full. If the assignor is re-employed by the same employer after the expiration of ninety days the assignee must file the assignment with the employer once again.

Section 49 provides that a bank, trust company or credit union doing business in New York State is not required to file an assignment of future earnings with a county clerk. This section also exempts such businesses from the notice requirements contained in section 48 above in certain circumstances.

CESIÓN DE SUELDOS, JORNALES, COMISIONES U OTRAS REMUNERACIONES POR SERVICIOS

NOTA: EL PRESENTE ACUERDO AUTORIZA AL DISTRITO DE SERVICIOS SOCIALES A RECUPERAR PAGOS EN EXCESO QUE USTED RECIBA DE BENEFICIOS DE ASISTENCIA TEMPORAL COBRÁNDOLOS DIRECTAMENTE DE LOS PAGOS SALARIALES QUE USTED RECIBA EN UN FUTURO. SI USTED NO HACE LOS PAGOS REQUERIDOS Y ESPECIFICADOS POR UN ACUERDO DE DEVOLUCIÓN ENTRE USTED Y EL DISTRITO DE SERVICIOS SOCIALES, EL DISTRITO DE SERVICIOS SOCIALES PRESENTARÁ ESTE ACUERDO ANTE SU EMPLEADOR Y RECUPERARÁ, EL MONTO DE PAGOS EN EXCESO QUE USTED RECIBIÓ, DIRECTAMENTE DE SU SALARIO.

A título oneroso, yo, _____

de(l) _____, Ciudad de, _____, Condado de _____

Estado de Nueva York, por el presente cedo al _____

Departamento de Servicios Sociales, ubicado en el _____

de la Ciudad de _____, Condado de _____

y Estado de Nueva York, de aquí en adelante designado como «distrito de servicios sociales», sus sucesores y cesionarios, una participación del diez por ciento (10 %) de todos mis sueldos, jornales, comisiones y cualquier otra remuneración por servicios. Esta cesión se efectúa a fin de garantizar la devolución de cualquier pago en exceso que yo reciba de programa de Safety Net (Red de Seguridad) efectuado en mi nombre por medio del distrito de servicios sociales mientras yo reciba prestaciones de dicho programa y los cuales yo no haya devuelto al distrito de servicios sociales al momento de cerrar mi caso de Safety Net (Asistencia Red de Seguridad). La devolución de todo pago en exceso que no se haya devuelto al momento de cerrar mi caso de Safety Net (Asistencia Red de Seguridad) debe enviarse a la dirección del distrito de servicios sociales señalada en la parte superior de esta página, el primer día del segundo mes en el que dejo de recibir Safety Net (Asistencia Red de Seguridad) o a partir de la fecha acordada por el distrito de servicios sociales.

Autorizo, y por la presente instruyo a cualquier futuro empleador a pagar directamente al distrito de servicios sociales un diez por ciento (10 %) de mi salario o jornal, o la proporción del mismo que legalmente corresponda cobrar al distrito de servicios sociales en virtud de la presente cesión.

Expresamente libero y eximo a mi empleador de toda responsabilidad para conmigo, en relación con todos y cada uno de los montos de dinero que se paguen en virtud del presente acuerdo.

Esta cesión se firma a modo de garantía por el pago recibido por mí de prestaciones de Safety Net (Asistencia Red de Seguridad) por parte del distrito de servicios sociales, sus sucesores y cesionarios, en virtud de lo dispuesto por el Título 3, Artículo 5 de la Ley de Servicios Sociales del Estado de Nueva York.

No he realizado ninguna otra cesión de sueldos o jornales en relación con la transacción o serie de transacciones descritas más arriba.

Por la presente acuso recibo de una copia de la presente cesión y un resumen de los incisos 46-c, 46-e, 46-f, 47-e, 48, 48-a, 48-b, 48-c y 49 de la Ley sobre la Propiedad Personal del Estado de Nueva York.

LA PRESENTE ES UNA CESIÓN DE SUELDOS, JORNALES, COMISIONES U OTRAS REMUNERACIONES POR SERVICIOS.

_____ CEDENTE

_____ FECHA

LOS SIGUIENTES DATOS DEBEN SER RELLENADOS POR UN NOTARY PUBLIC

State of _____ County of _____ ss:

On this _____ day of _____, 20_____, before me personally

appeared _____ to me known and known to me to be the same person described in and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same.

Notary Public, State of _____

(Please affix stamp)

RESUMEN DE LAS DISPOSICIONES DE LA LEY DE PROPIEDAD PERSONAL

Inciso 46-c contiene disposiciones sobre la cesión de futuros ingresos por un monto inferior a mil dólares. Exige que dicha cesión se haga por instrumento escrito en tipografía tamaño ocho como mínimo. Las cesiones deben describir en forma completa las transacciones objeto de la misma, incluyendo el nombre y dirección del cesionario, la base del pago entregado por la cesión, y la fecha y lugar en los que se debe realizar el pago. Establece que la cesión garantiza sólo la transacción o serie de transacciones descritas en la misma.

Nota: Inciso 46-c se aplica a las cesiones de menos de \$1,000. Todos los incisos restantes se aplican a las cesiones por cualquier monto.

Inciso 46-e exige que el cedente firme una cesión de futuros ingresos y que se entregue al cedente una copia de la cesión y todos los documentos de respaldo de la transacción descrita en la cesión.

Inciso 46-f establece que cualquier cesión que se otorgue por cualquier adelanto o préstamo con un interés mayor al 18 %, es nula para cualquier efecto.

Inciso 47-e establece los requisitos para anular cesiones de ingresos. Dispone que se inicie un procedimiento mediante una orden de fundamentar acción, junto con una petición que especifique los motivos por los que se debería dejar sin efecto la cesión. Establece el método de notificación de la orden de fundamentar acción y de cualquier petición, que puede ser mediante comunicación personal, entregando los documentos en el domicilio de trabajo del cesionario a una persona mayor de edad, con instrucciones de entregarlos al cesionario y enviar una copia por carta certificada a la dirección del cesionario especificada en la cesión, o siguiendo instrucciones de la corte. Dispone también que si se deja sin efecto la cesión, se debe presentar la sentencia judicial que dispone su revocación ante el secretario del condado en el que se ha registrado la cesión y el secretario puede anotar lo siguiente en la cesión: «*vacated by order of the court*» (revocada por orden de la corte). Establece además que este inciso no extiende los límites territoriales de la jurisdicción de la corte. Ninguna cesión hecha en cumplimiento de las instrucciones de una corte de familia en un caso de anulación de matrimonio o divorcio puede ser revocada por una orden según lo dispuesto por el presente y la corte tendrá jurisdicción para considerar las defensas opuestas a la cesión y a la deuda garantizada por la cesión.

Inciso 48 dispone que se envíe una notificación por escrito con 20 días de antelación, acompañada de los documentos dispuestos por el inciso 46-e al cedente por correo certificado con aviso de retorno, antes de presentar la cesión de futuros ingresos al empleador del cedente. No se podrá enviar la notificación hasta 21 días después del vencimiento del pago objeto de la cesión. Si el cesionario acepta el pago de cualquier monto antes del vencimiento del plazo de notificación de 20 días, no se puede presentar la cesión al empleador del cedente. No obstante, si hay incumplimiento posterior, se puede presentar la orden de cesión al empleador sin que se notifique el cedente. La notificación escrita debe comunicarse al cedente que si se opone a la cesión de salarios o a la deuda sobre la cual se basa la misma, el cedente puede solicitar una audiencia ante un juez en virtud de las disposiciones del inciso 47-e que antecede o enviar al cesionario, dentro de los diez días de la recepción de la notificación por carta certificada con aviso de retorno, una notificación escrita con el nombre y dirección del cedente y la siguiente declaración: Yo (insertar nombre), con domicilio en (insertar dirección), por la presente declaro que opongo una defensa de buena fe al reclamo que figura en su notificación de fecha (insertar fecha de la notificación) y a la cesión de ingresos otorgada como garantía de la misma, sobre la base de los siguientes hechos (mencionar los hechos que constituyen la base de su defensa). Si el cedente envía la notificación que figura más arriba, el cesionario no puede presentar la cesión de ingresos al empleador del cedente sin una orden judicial que autorice dicha presentación.

Inciso 48-a dispone que, después de la presentación al empleador del cedente, comenzarán a hacerse los pagos al cesionario a partir del primer pago de salario al cedente después de los diez días de la presentación de la cesión al empleador del cedente. La copia de la cesión que se presente al empleador deberá estar autenticada por un *notary public* o funcionario certificante y deberá estar acompañada de una declaración en la que se consigne el monto adeudado al cesionario, la fecha y monto de los pagos ya hechos al cesionario por la deuda objeto de la cesión y la fecha en la que se presentó la cesión ante el secretario del condado. El monto que podrá pagar al cesionario el empleador del cedente no puede ser mayor del diez por ciento del salario que le corresponda cobrar al cedente por dicho mes. Si en el momento de presentar la cesión al empleador hay otra cesión de futuros ingresos del cedente sujetos al pago o cualquier embargo contra los ingresos del cedente u orden contra el cedente por el pago de cuotas a un acreedor cuyo crédito ha sido reconocido judicialmente, el cesionario no podrá cobrar ningún monto mientras la otra cesión esté sujeta a pago o se encuentre en vigencia otro embargo u orden judicial. No se podrá retener ninguna porción de los ingresos del cedente ni destinarlos al pago de cualquier embargo futuro mientras permanezca impaga una porción de la deuda equivalente a menos de mil dólares que se encuentre garantizada por una cesión anterior presentada al empleador.

Inciso 48-b establece que no se pueden retener ingresos del cedente en virtud de una cesión de futuros ingresos a menos que los ingresos del cedente sean superiores a \$85 por semana.

Inciso 48-c dispone que si un cedente no está empleado en el momento de firmar la cesión de futuros ingresos, la cesión podrá ser presentada a cualquier futuro empleador del cedente para su cobro. Si el cedente concluye su relación de empleo mientras sus ingresos están sujetos a una cesión, la cesión se podrá aplicar a cualquier futuro empleo del cedente hasta que la deuda garantizada por la cesión haya sido cancelada en su totalidad. Si el cedente comienza una nueva relación de empleo con el mismo empleador una vez transcurridos los noventa días, el cesionario debe volver a presentar la cesión al empleador.

Inciso 49 establece que los bancos, las compañías inversoras o las cooperativas de crédito que operan en el Estado de Nueva York, no tienen la obligación de presentar cesiones de futuros ingresos ante el secretario del condado. Esta sección también exceptúa a dichas instituciones de las disposiciones sobre notificación del inciso 48 que antecede en ciertas circunstancias.