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Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Transitional Assistance
600 Washington Street • Boston MA 02111

Joseph Galanti
Secretary
Claire McIntire
Commissioner

Field Operations Memo 97-24
May 1, 1997

To: Local Office Staff

From: Joyce Sampson
Assistant Commissioner for Field Operations

Re: Resolution in the *Massachusetts Coalition for the Homeless* Lawsuit

Background

The Department recently achieved a final resolution in the *Massachusetts Coalition for the Homeless* lawsuit. This case began in 1985 as an effort to obtain an increase in the monthly benefit levels paid to AFDC recipients. The result of that part of the case is that the Department now files an annual report with the Legislature reporting on the level of TAFDC benefits measured against a standard known as the Standard Budgets of Assistance.

In recent years, the case centered around the Emergency Assistance program and the Department's administration of it. In 1996, the state's highest court issued a decision that disposed of most issues in the case.

The Resolution Agreement

The single issue the court left open was whether the Department or its housing search contractors were "coercing" homeless families into taking permanent housing that cost 99 percent of the family's income. The Department decided to pursue a settlement on this issue and entered into an agreement. Under the agreement, the Department has agreed to:

(Continued on next page)

**The Resolution
Agreement (cont.)**

1. Issue a regulation that clarifies the terms "safe" and "permanent." That clarification is contained in State Letter 1117.
 2. Post a notice in each office specifying certain rights of shelter residents. Posters will be sent to local offices.
 3. Ensure that *future* shelter recipients receive a copy of the **(TESR-1) 5/97** notice (see Attachment A.)

Send a copy of the TESR-2 notice (see Attachment B) and a copy of the **(TESR-1) 9/95** (see Attachment C) to *current* shelter residents.
 4. Provide a copy of the annual Report on the Standard Budgets of Assistance to Department employees responsible for homeless families. The 1997 report will be sent to each office.
 5. The agreement will also be sent to each office.
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**Worker
Responsibilities**

Workers must:

1. provide a copy of the **(TESR-1) 5/97** to each EA household requesting EA shelter benefits now or in the future. (See *AFDC Reference Guide*, Chapter 10;) and
2. mail copies of both the TESR-2 and the **(TESR-1) 9/95** to each EA household *currently* residing in a shelter. The mailing of these notices must be completed by May 16, 1997.

Note: The 9/95 version of the TESR-1 is the correct version to be sent with the TESR-2.

Questions

If you have any questions about the settlement agreement or your responsibilities under it, please have your Hotline designee call the Policy Hotline at (617) 348-8478.



Recipient Responsibilities While in a Temporary Emergency Shelter

You may be placed in a temporary emergency shelter if you have no feasible alternative housing. While you are in a temporary emergency shelter, you have certain responsibilities that you must meet to continue to stay in a temporary emergency shelter. These responsibilities include:

- attending interview(s) at temporary emergency shelters determined by the Department.
- accepting an available temporary emergency shelter placement determined by the Department. Failure to accept such an available placement will result in the denial or termination of your temporary emergency shelter benefits.
- making all reasonable efforts to obtain safe, permanent housing including:
 - doing housing search at least four days a week; and
 - meeting at least weekly with and cooperating with the Housing Search Worker.
- obeying the rules of the temporary emergency shelter(s) in which you are staying.

Failure to meet your responsibilities while in a temporary emergency shelter will result in your receiving a warning notice for noncompliance the first time any of the following occurs:

- you fail to attend a scheduled temporary emergency shelter interview without good cause.
- you are refused acceptance at a family shelter due to your unreasonable behavior at the interview(s).
- you fail to meet your housing search requirements or fail to cooperate with the Housing Search Worker.
- you reject three opportunities for safe, permanent housing.

Note: "Safe" housing is housing that complies with the Sanitary Code; "permanent" housing is housing that you can expect to retain indefinitely when consideration is given to your financial circumstances, including your income from all sources, and the cost of rent, utilities and non-shelter needs.

- you are asked to leave a temporary emergency shelter because of either (a) three or more violations of the rules established by the temporary emergency shelter; or (b) posing a threat to the health and/or safety of yourself, other guests and/or staff of the temporary emergency shelter.

Your temporary emergency shelter benefits will be terminated if:

- you have a second instance of noncompliance for the same or a different one of the reasons described above;
- you leave an available temporary emergency shelter placement on your own; or
- you are asked to leave a temporary emergency shelter for engaging in criminal activities.

Note: There is no time limit on your stay in an emergency shelter as long as you meet your obligations as a shelter resident, including housing search.

You will receive a separate notice if your benefits are going to stop.

Please ask your worker any questions you have about your responsibilities.



*Departamento de Asistencia
Transicional de Massachusetts*

Las ciertas responsabilidades del cliente mientras se encuentra en un albergue temporario de emergencia

Usted puede ser colocado en un albergue temporario de emergencia si no tiene ninguna vivienda alternativa. Mientras se encuentra en un albergue temporario de emergencia, usted tiene ciertas responsabilidades que debe cumplir para continuar su estada en un albergue temporario de emergencia. Estas responsabilidades incluyen:

- participar en las entrevistas del albergue temporario de emergencia determinadas por el Departamento.
- aceptar una colocación en un albergue temporario de emergencia determinado por el Departamento. El no aceptar una ubicación disponible resultará en la negación o terminación de sus beneficios de permanecer en un albergue temporario de emergencia.
- realizar todos los esfuerzos razonables para obtener una vivienda segura y permanente, incluyendo:
 - realizar una búsqueda de vivienda por lo menos cuatro días por semana; y
 - reunirse al menos semanalmente y cooperar con el Trabajador de búsqueda de vivienda.
- obedecer las reglas del albergue temporario de emergencia donde se encuentra alojado.

El no cumplir con sus responsabilidades mientras se encuentra en un albergue temporario de emergencia resultará en la recepción de una notificación de advertencia por no cumplimiento la primera vez que ocurra cualquiera de las siguientes situaciones:

- usted falta a una entrevista en el albergue temporario de emergencia sin causa justificada.
- usted no es aceptado en un albergue familiar debido a su comportamiento irrazonable durante la entrevista.
- usted no cumple con los requisitos de búsqueda de vivienda o no coopera con el Trabajador de búsqueda de vivienda.
- usted rechaza tres oportunidades de vivienda segura y permanente.

Nota: Vivienda "segura" es vivienda que cumple con el código sanitario; vivienda "permanente" es vivienda que usted puede retener indefinidamente cuando se da consideración a sus circunstancias financieros, incluyendo ingreso de todas sus fuentes, el gasto de renta, utilidades y otras necesidades.

- se le solicita que abandone un albergue temporario de emergencia debido a una de las siguientes razones (a) tres o más violaciones de las reglas establecidas por el albergue temporario de emergencia, o (b) crear una amenaza a su salud y/o seguridad, a otros huéspedes y/o al personal del albergue temporario de emergencia.

Sus beneficios del albergue temporario de emergencia serán terminados si:

- usted demuestra una segunda instancia de no cumplimiento por la misma o diferentes razones descritas anteriormente;
- usted abandona una colocación en un albergue temporario de emergencia por su cuenta; o
- se le solicita que abandone un albergue temporario de emergencia por participar en actividades criminales.

Nota: No hay límite de tiempo en su alojamiento en un albergue temporario de emergencia mientras cumple sus obligaciones en la manera de un residente de un albergue, incluyendo la búsqueda de vivienda.

Usted recibirá una notificación por separado si se van a terminar sus beneficios.

Por favor, haga cualquier pregunta sobre sus responsabilidades a su trabajador.

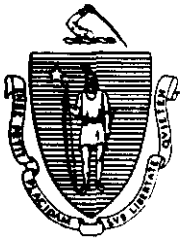


Commonwealth of Massachusetts
Department of Transitional Assistance

Dear Shelter Resident:

The Department of Transitional Assistance recently resolved litigation that concerned the responsibilities of shelter residents to look for and obtain permanent housing. We agreed that we would provide you with additional information concerning your rights and responsibilities. Enclosed is a copy of the existing notice concerning your rights and responsibilities which you should have already received. The additional information includes the following:

1. As long as you are meeting your obligations as an EA shelter resident, including housing search, there is no time limit on how long you can stay in the shelter.
2. You have an obligation to make all reasonable efforts to find and obtain "safe" and "permanent" housing and cannot be required to take housing that is not both "safe" and "permanent." "Safe" housing is housing that meets the requirements of the Sanitary Code. "Permanent" housing is housing that you can be expected to keep indefinitely when consideration is given to your income.



Commonwealth of Massachusetts
Department of Transitional Assistance

Estimado residente de albergue:

El Departamento de Asistencia Transicional recientemente resolvió un litigio acerca de las responsabilidades de residentes de albergues a hallar y obtener vivienda permanente. Concordamos que proveeríamos de información adicional acerca de sus derechos y responsabilidades. Incluido es una copia de la noticia existente acerca de sus derechos y responsabilidades. La información adicional incluye:

1. Mientras está cumpliendo sus obligaciones en la manera de un residente de albergue temporario de emergencia, incluyendo búsqueda de viviendas, no hay límite de tiempo en su alojamiento en el albergue.
2. Tiene una obligación realizar todos esfuerzos razonables para hallar y obtener vivienda segura y permanente, y no puede ser requerido a aceptar vivienda que no es segura y permanente. Vivienda "segura" es vivienda que cumple con el código sanitario. Vivienda "permanente" es vivienda que usted puede retener indefinidamente cuando se da consideración a su ingreso.



**Massachusetts Department
of Transitional Assistance**

Recipient Responsibilities While in a Temporary Emergency Shelter

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- attending interview(s) at temporary emergency shelters determined by the Department.
- accepting an available temporary emergency shelter placement determined by the Department. Failure to accept such an available placement will result in the denial or termination of your temporary emergency shelter benefits.
- making all reasonable efforts to obtain safe, permanent housing including:
 - doing housing search at least four days a week; and
 - meeting at least weekly with and cooperating with the Housing Search Worker.
- obeying the rules of the temporary emergency shelter(s) in which you are staying.

Failure to meet your responsibilities while in a temporary emergency shelter will result in your receiving a warning notice for noncompliance the first time any of the following occurs:

- you fail to attend a scheduled temporary emergency shelter interview without good cause.
- you are refused acceptance at a family shelter due to your unreasonable behavior at the interview(s).
- you fail to meet your housing search requirements or fail to cooperate with the Housing Search Worker.
- you reject three opportunities for safe, permanent housing.
- you are asked to leave a temporary emergency shelter because of either (a) three or more violations of the rules established by the temporary emergency shelter; or (b) posing a threat to the health and/or safety of yourself, other guests and/or staff of the temporary emergency shelter.

Your temporary emergency shelter benefits will be terminated if:

- you have a second instance of noncompliance for the same or a different one of the reasons described above;
- you leave an available temporary emergency shelter placement on your own; or
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You will receive a separate notice if your benefits are going to stop.

Please ask your worker any questions you have about your responsibilities.



*Departamento de Asistencia
Transicional de Massachusetts*

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- participar en las entrevistas del albergue temporario de emergencia determinadas por el Departamento.
- aceptar una colocación en un albergue temporario de emergencia determinado por el Departamento. El no aceptar una ubicación disponible resultará en la negación o terminación de sus beneficios de permanecer en un albergue temporario de emergencia.
- realizar todos los esfuerzos razonables para obtener una vivienda segura y permanente, incluyendo:
 - realizar una búsqueda de vivienda por lo menos cuatro días por semana; y
 - reunirse al menos semanalmente y cooperar con el Trabajador de búsqueda de vivienda.
- obedecer las reglas del albergue temporario de emergencia donde se encuentra alojado.

El no cumplir con sus responsabilidades mientras se encuentra en un albergue temporario de emergencia resultará en la recepción de una notificación de advertencia por no cumplimiento la primera vez que ocurra cualquiera de las siguientes situaciones:

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- usted no es aceptado en un albergue familiar debido a su comportamiento irrazonable durante la entrevista.
- usted no cumple con los requisitos de búsqueda de vivienda o no coopera con el Trabajador de búsqueda de vivienda.
- usted rechaza tres oportunidades de vivienda segura y permanente.
- se le solicita que abandone un albergue temporario de emergencia debido a una de las siguientes razones (a) tres o más violaciones de las reglas establecidas por el albergue temporario de emergencia, o (b) crear una amenaza a su salud y/o seguridad, a otros huéspedes y/o al personal del albergue temporario de emergencia.

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