

MEMORANDUM OF UNDERSTANDING dated this 6 day of January, 2021 between the City of New York, acting through the Department of Social Services/ Human Resources Administration (“HRA”), 150 Greenwich Street, New York, New York 10007 and Brook Homes Management, LLC. (“Operator”), located at 1009 East 14th Street, Brooklyn, New York 11230 (collectively, the "Parties").

WITNESSETH

WHEREAS, HRA administers benefits and services to those eligible for public assistance and care, including the issuance of emergency public assistance shelter allowances; and

WHEREAS, HRA has determined that there is insufficient emergency housing in the programs operated by not-for-profit community-based corporations for such programs to provide shelter and related services to current HRA clients in need of emergency housing and eligible for a public assistance shelter allowance (“Eligible Persons”); and

WHEREAS, HRA has determined that placing Eligible Persons in an emergency housing facility will help alleviate the homelessness problem; and

WHEREAS, HRA is unable to predict the number of Eligible Persons who may need an emergency housing referral and related services on a particular day; and

WHEREAS, the Operator is in the business of managing commercial Single Room Occupancy (“SRO”) facilities with the capacity to appropriately house Eligible Persons referred by HRA; and

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 **TERM OF PERFORMANCE**

- A. The term of performance hereunder shall be for a two (2) year period from December 1, 2020 through November 30, 2022, unless sooner terminated pursuant to the terms of this Agreement.
- B. HRA, in its sole discretion, may renew this Agreement one (1) time for a period of one (1) year from December 1, 2022 through November 30, 2023. HRA, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Agreement after the exercise of all of the options to renew shall not exceed three (3) years. All renewals shall be on substantially the same terms and conditions contained in the Agreement. HRA shall renew this

Agreement by giving written notice to Operator prior to the expiration date of this Agreement and prior to the expiration date of any renewal option. HRA will endeavor to give Operator notice ninety (90) days prior to renewal. Failure to give notice at least ninety (90) days prior to renewal shall not impair HRA's right to exercise its option to renew and shall not invalidate an option exercised by HRA.

ARTICLE 2 **OBLIGATIONS OF THE OPERATOR**

- A. The Operator manages Emergency Housing Facilities listed in the chart below, see Article **3(B)(i)** ("Facilities"). During the two (2) year period following the signing of this MOU, the Operator shall set aside the Facilities' rooms listed, exclusively for occupancy by Eligible Persons referred by HRA. Initial and continuing eligibility shall be determined and monitored by HRA pursuant to established federal, state and local Public Assistance ("PA") eligibility rules and regulations.
- B. The Operator agrees to accept referrals from HRA of Eligible Persons and shall admit all those referred who arrive at the Facilities with a Referral for Emergency/Transitional Housing Letter of Introduction (annexed hereto as Attachment A- "Letter of Introduction" or "Form W-489") completed and dated by HRA. The date on the Letter of Introduction must be the same date of the Eligible Person's arrival at the Facility. The Operator shall register each referred Eligible Person who presents the Letter of Introduction to the Operator or to the staff of any of the Facilities listed in Article 3 (B) (i) below, and the Eligible Person shall then be permitted to occupy a dwelling unit and shall have the right to use all common entrances, elevators, and common areas of the particular Facility, as well as any other facilities that are made available to other commercial guests of the Facility. The Facilities shall not accept Eligible Persons that are not referred by HRA or who do not present the current Letter of Introduction to the Operator or Facility. In the event that any Facility is unable to promptly register and admit a referred Eligible Person who arrives at the Facility and requests admission, the Facility shall immediately notify the HRA Emergency Placement Unit ("EPU") via an electronic message of the identity of and the reason(s) for not registering and admitting the referred Eligible Person.
- C. The Operator agrees to submit via fax or electronically process each referred Eligible Person's Form W-489 (Letter of Introduction), including the particular Facility's personnel's signature and the date and time of the referred Eligible Person's arrival at the Facility to EPU no later than noon of the next business day. The Operator further agrees to verify on a daily basis that the referred Eligible Person is still an occupant. This may be done by requiring the Eligible Person to sign a registration log each day (annexed hereto as Attachment B- "Daily Registration Log") or another method defined by HRA.
- D. The registration log must be submitted to EPU on a daily basis. If the Operator is unable to obtain the signature of an Eligible Person who is also unable or

unwilling to register their attendance, the Operator shall contact EPU within 24 hours, via an electronic message. The message shall identify the Eligible Person and the reason(s) why he/she refuses to register their attendance.

- E. Under no circumstances will HRA make any payment for any day of occupancy of a referred Eligible Person unless such Eligible Person has signed a registration log for that day and the Operator submits such registration log to HRA as described in 2(D) above.
- F. The Operator agrees to notify EPU within 24 hours via an electronic message, upon learning that the referred Eligible Person is no longer occupying the dwelling unit assigned to him or her. The Operator agrees that it will submit claims for payment on behalf of a referred Eligible Person to HRA only for the number of nights the particular Facility can verify through the registration log that such Eligible Person actually occupied a Facility room. HRA may from time-to-time issue revised billing guidelines to the Operator as an additional obligation.
- G. The Operator will submit monthly billing requests to HRA's SRO billing unit that will include a cover letter on letterhead stationery indicating the number of verifiable Eligible Persons served that month, the agreed upon per diem rate, the amount due for the month, and will attach a copy of the daily sign-in sheet(s). This will ensure that providers are aware of the presence or absence of Eligible Persons in their facility and will reduce billing discrepancies with placement and exit dates. If there is no registration log, including a sign in sheet available that includes information verifying an Eligible Persons presence for a given date, HRA shall not be responsible for payment for that Eligible Person for that date.
- H. All Eligible Persons with a source of income, such as Supplemental Security Income, Veteran Administration benefits, Social Security Disability Insurance, etc., will be expected to contribute all applicable income above \$376 per month, in accordance with the New York State Public Assistance Law, which may change from time to time, less the restaurant allowance, if applicable, to the Operator. HRA shall notify the Operator of each such Eligible Person with income at the time of referral, or when such Eligible Person begins receiving such income, whichever is later. It shall be the sole responsibility of the Operator to collect the contributions of such Eligible Persons. HRA is not responsible for contributions not paid by Eligible Persons to the Operator. Eligible Persons receiving only Public Assistance are not required to contribute toward their housing costs.
- I. The Operator and Facility staff shall cooperate fully when the Emergency Housing Inspection Unit conducts announced, or unannounced inspections of the Facility and dwelling units assigned to referred Eligible Persons. Representatives from HRA and/or the City's Department of Health and Mental Hygiene and Department of Housing Preservation and Development may conduct such inspections on an announced and/or unannounced basis.

- J. The Operator agrees to respond within the determined timeframes noted in the inspection reports issued as a result of the above referenced facility inspections. If the report indicates deficiencies with the Facility or staff and/or that corrective actions are needed, the Operator must include plans for removing the deficiencies within the required time frame set forth by the Agency in the report. Failure to adequately address deficiencies in a timely manner may result in suspension of referrals (“non-referral status”) for a period of time that HRA deems necessary.
- K. The Operator shall ensure that all Facilities include the following:
1. The facility, including entrance, bathrooms (including showers/bathtub and toilet), common areas and bedrooms, are fully ADA compliant. If this presents a significant hardship, providers should request an exemption in writing and include proof.
 2. A separate bedroom unit with a minimum of 150 square feet of clear floor space. If this presents a significant hardship, providers should request an exemption in writing and include proof. The unit must have a door that locks for privacy and will be furnished with a bed, a closet with at least six clothes hangers, a table, a chair, dresser, an individual refrigerator no smaller than 4.2 cubic feet with a separate freezer section, and appropriate lighting fixtures for daily living. The mattress and bedding material will be in good condition.
 3. Units must be able to comfortably accommodate all required furnishings. All doors to drawers, closets, refrigerators and the unit itself must be able to be fully opened/closed without obstruction. Upon inspection, HRA may determine that the overall size and/or layout of the unit is unacceptable.
 4. The unit should be located in a building with a main entrance that securely locks, and that has safety and security services on site including but not limited to:
 - i. Well-lit entrances, 24 hours a day;
 - ii. security cameras located on the inside and outside of all entrances and at security, elevator and reception areas;

All security cameras shall be in operation 24 hours a day and shall be kept in good operating order at all times and repaired expeditiously as needed. Daily footage for the cameras shall be retained for at least 14 days.
 5. a. If the number of units is less than or equal to 20, the provider should have security cameras at the front of the building, in the lobby and the hallways leading to the unit (as applicable).

- b. If the number of units is greater than 20 and less than or equal to 35, then the provider should have on-site security personnel for at least 16 hours a day (8am – midnight) and 24 hours on weekends and holidays, in addition to security cameras.
 - c. If the number of units is greater than 35, then the provider should have 24/7 on-site security personnel and security cameras at all times.
- 6. Staff must always be available (24/7) to respond to emergencies. If necessary, the individuals should be able to arrive promptly on site or in a reasonable time. The names and mobile phone numbers for all emergency contacts must be given to all residents and posted in common areas. This information will also be shared with HRA.
- 7. A cooking facility or a microwave should be in each common area and accessible to all clients.
- 8. A clean change of linens will be distributed weekly and more often where individual circumstances warrant. Towels, soap, and toilet paper will also be distributed weekly.
- 9. All shared bathrooms and common areas will be cleaned at least twice a day and maintained in an orderly fashion.
- 10. Full bathroom facilities, with doors that lock for privacy, should include a toilet, shower, shower curtain and sink.
- 11. All areas in the facility should be vermin-free.
- 12. Operator shall maintain Pest Control Records, Sprinkler Test Records, Elevator Inspection Records and present to HRA SRO Inspector on demand at times of facility inspections.
- 13. A fan must be available in all units throughout the year. Any Eligible Person must be allowed to install their own air conditioner, in keeping with the NYC Department of Building's guidelines. If the building's electrical system cannot accommodate air conditioners in the client's units, please request an exemption in writing and submit supporting documentation. Clients must be permitted to take the air conditioner with them when vacating the unit. Heat must be available according to NYC Housing and Preservation Department's guidelines. Hot water must be provided 365 days per year at a constant minimum temperature of 120 degrees Fahrenheit.
- 14. Rubbish and trash should be removed daily from waste receptacles on each floor.
- 15. The fire safety and evacuation plan should be posted on each floor with a fire extinguisher nearby. Smoke and Carbon Monoxide detectors shall be

installed in individual rooms. All fire safety equipment must be periodically checked, as per FDNY rules, to ensure they are fully operable.

- L. In order to provide the best possible living environment for Eligible Persons referred by HRA, the Operator will form linkage agreements with nearby service providers, such as mental health facilities, rehabilitation centers, and health providers and will refer Eligible Persons for these services as the need arises. The purpose of these linkage agreements will be for the provision of mental health services, assessment and treatment of chemical dependency, case management, and/or other harm reduction initiatives/services. Operator shall maintain a Community-based Organization (“CBO”) log and present it to the HRA SRO Inspector at the time of facility inspections and/or whenever requested by HRA.
- M. HRA’s written approval will be needed before the Operator may remove or evict from any Facility any referred Eligible Person, and such approval shall only be granted when the Operator reasonably believes such Eligible Person is a threat to the health and safety of the Operator’s employees or guests or such Eligible Person has become ineligible due to their failure to sign in or otherwise adhere to the rules and regulations of the EPU. The Operator shall immediately notify EPU via electronic message of any decision to remove or evict a referred Eligible Person on such grounds. However, a referred Eligible Person who has become a permanent tenant in accordance with the provisions of 9 NYCRR §§2520.6(j) and 2522.5(a)(2) of the New York City Rent Stabilization Code, or who has resided in a particular Facility for thirty (30) consecutive days or longer shall only be removed or evicted pursuant to a warrant of eviction or other order of a court of competent jurisdiction or a governmental vacate order, as required by the New York City Unlawful Eviction Law (NYCAC § 26-521 et. seq.). The Operator agrees to promptly notify EPU whenever it intends to seek the eviction of a referred Eligible Person by means of a legal proceeding.
- N. The Operator agrees that it will comply with applicable state and local laws and regulations affecting the rights of tenants.
- O. The Operator agrees that all information about whether a referred Eligible Person is a recipient of Public Assistance or receives any other form of services through HRA is confidential, pursuant to federal and State law. The Operator agrees to restrict such information only to Facility employees who may need to use such information to verify occupancy or for billing purposes, and the Operator agrees not to disclose such information to anyone else without specific prior written authorization from HRA. The provisions of the MOU with respect to the confidentiality of the information and records of Eligible Persons referred to the Facilities by HRA shall remain in full force and effect following termination of this MOU.
- P. The Operator agrees that should any applicable incident occur at any of the Facilities listed in Article 3(B)(i) below, concerning an incident involving an

Eligible Person referred by HRA, the Facility staff shall notify the Emergency Placement Unit (“EPU”) by telephone or electronic message within two (2) hours of the incident. In addition, within twenty-four (24) hours of the applicable incident, such Facility staff shall complete the attached HRA Critical Incident Report and immediately email it to HRA as instructed on the form. Please refer to the HRA Critical Incident Report for a list of applicable incidents, annexed hereto as Attachment C.

ARTICLE 3 **OBLIGATIONS OF HRA**

- A. HRA will refer Eligible Persons to the Facilities in an attempt to fill the rooms set aside by the Facilities pursuant to Articles 2(A) and 3(B)(i) of this MOU. HRA does not guarantee to fill all rooms set aside by the Facilities pursuant to Articles 2(A) and 3(B)(i) of this MOU, or indeed, any room. HRA is not responsible for and shall not pay for Eligible Persons accepted by any Facility, who were not referred by HRA pursuant to Article 2(B) of this MOU.
- B. For each room occupied by a referred Eligible Person placed at any of the Facilities during the term of this MOU, HRA shall pay the Operator a nightly rate listed in the chart below, see Article 3(B)(i), less any applicable income as determined by Article 2(H). HRA shall pay this rate from the first night the referred Eligible Person registers at the Facility until (a) the day that the Eligible Person departs from the Facility with the Operator’s knowledge, or (b) it is otherwise determined that the Eligible Person is no longer eligible for emergency housing.

B(i).

Facility Code	Address	Zip Code	Units	Rate	Annual
KV19	71 Brooklyn Avenue	11216	50	\$59.00	\$1,076,750.00
			50	Total:	\$1,076,750.00

- C. Following a three (3) day period during which an Eligible Person has not signed a daily registration log, on the fourth (4th) day HRA may in its sole discretion notify the Operator that no further payment shall be made on behalf of such Eligible Person without a new referral by HRA to such Facility, pursuant to Article 2(B) of this MOU. Upon such notification to the Operator, the person will no longer be eligible for emergency housing at any of the facilities.
- D. All payments will be made on a monthly basis via an electronic billing method based on the client related information in HRA’s database.

- E. HRA will begin the reconciliation payment process promptly upon receipt from the Operator of an original signed HRA Billing Form (annexed hereto as Attachment D), certifying the nights of occupancy by each referred Eligible Person who resided at the Facility at any time during the billing month. A billing month shall be a calendar month. HRA will make a good faith effort to pay the original bills within a month, unless the parties agree to another payment plan. The Operator may submit an amended invoice, based on a reconciliation of HRA payments on behalf of the referred Eligible Persons and the invoice already submitted for the month, no later than fifteen (15) days after receipt of payment. HRA will make a good faith effort to reconcile and pay the amended invoice within ninety (90) days of its receipt.

ARTICLE 4 **TERMINATION OR SUSPENSION OF MOU**

Termination of this MOU shall occur under the following circumstances:

A. Expiration

Forty-five (45) days prior to expiration of the three (3) year period or optional renewal periods of this MOU, HRA shall provide written notice to the Operator of its intention to terminate and that it is ending any further referrals and that after the date of termination it will cease responsibility and payment for any remaining SRO occupants who were referred by HRA. In addition, HRA shall simultaneously suspend all referrals, notify all remaining occupants referred by HRA that they will be relocated immediately or as soon thereafter as possible but, in any event, no later than forty-five (45) days prior to termination. HRA shall then commence relocation of the remaining referred occupants.

B. Elective Termination.

Either party, at its discretion, may elect to terminate this MOU upon forty-five (45) days prior written notice. If such election is made, by HRA, then HRA shall include in the Notice to Terminate a statement that it is ending any further referrals and that after the date of termination it will cease responsibility and payment for any remaining SRO occupants who were referred by HRA. In addition, HRA shall simultaneously suspend all referrals, notify all remaining occupants referred by HRA that they will be relocated immediately or as soon thereafter as possible but, in any event, no later than forty-five (45) days prior to termination. HRA shall then commence relocation of the remaining referred occupants.

If such election is made by the Operator, then the Operator shall include in the Notice to Terminate a request that HRA suspend further referrals and a statement that the Operator acknowledges and agrees that after the date of Termination HRA will cease responsibility and payment for any remaining SRO occupants

who were referred by HRA. Upon receipt of such Notice to Terminate, HRA shall suspend all further referrals, notify all remaining occupants referred by HRA that they will be relocated immediately or as soon thereafter as possible but, in any event, no later than forty-five (45) days prior to termination. HRA shall then commence relocation of the remaining referred occupants.

C. Suspension Of MOU

HRA may suspend this MOU for any good faith reason or any instance of material or immaterial non-compliance by the Operator or its agents with this MOU, or if conditions are discovered at the Facility which may be hazardous or detrimental to the life or health of its occupants. In such cases, HRA reserves its right to impose the remedies afforded by the Spiegel Law, and Social Services Law.

§143-b(2). During a suspension, all referrals to any of the Facilities listed in Article 3(B)(i) will cease and HRA payments on behalf of Eligible Persons already placed may be withheld until all hazardous or detrimental conditions, or instances of material or immaterial non-compliance with this MOU, have been cured. If not cured within fourteen (14) calendar days, HRA may give the Operator forty-five (45) days Notice to Terminate and Notify the remaining occupants referred by HRA that they will be relocated immediately or as soon thereafter as possible but, in any event, no later than forty-five (45) days prior to termination. Examples of instances of material or immaterial non-compliance include but are not limited to:

i. Refusal to Register

A refusal by the Operator to register any Eligible Person who has been referred to any Facility in accordance with Article 2(B), without prior consultation with EPU personnel, except a refusal based on the unavailability of an appropriate dwelling unit; or

ii. Refusal to Provide Appropriate Privileges and Amenities

A refusal by the Operator to accord to each referred Eligible Person the same privileges and amenities as any other commercial guest of the Facility; or

iii. Non-Cooperation with CBOs

If the Operator decides not to take advantage of the assistance provided by the Community Based Organizations ("CBO"s), and HRA begins receiving credible complaints that occupants of any of the Facilities are engaging in potentially harmful behavior.

ARTICLE 5

NOTICES

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

City Contact:

X. Pamela Farquhar
Assistant Deputy Commissioner, Housing and Support Services
Department of Social Services/ Human Resources Administration
375 Pearl Street, 25th Floor
New York, New York 10038

Contractor Contact:

Josh Abramson
Manager
Brook Homes Management LLC
1009 East 14th Street
Brooklyn, New York 11230

Attachments:

- A. Referral to Emergency Housing Facility, Letter of Introduction (Form W-489)
- B. Daily Registration Log
- C. HRA Critical Incident Report
- D. Billing Form


[SIGNATURE PAGES WILL FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates appearing opposite their respective signatures.

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

By: Vincent Pullo
(Printed Name)

Title: ACCO

Signature: 

Date: 1/6/2021

OPERATOR:

Tax ID# 20-5316339

By: Josh Abramson
(Printed Name)

Title: Manager

Signature: 

Date: 12/8/20

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this _____ day of _____, 20 _____, before me personally came _____, to me known and known to me to be the _____ of The DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein mentioned.

NOTARY PUBLIC

STATE OF New York,

COUNTY OF Kings)

:SS:

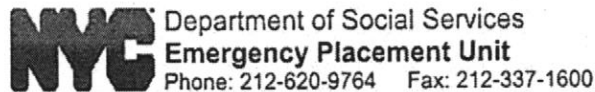
On this 8 day of December 2020, before me personally came Josh ABRAMSON, to me known, who, being by me duly sworn, did depose and say that she/he resides at 1009 East 14 Street Brooklyn NY 11230 that she/he is the Manager of the Brook Homes Management LLC, the corporation described in the above instrument and acknowledged that she/he executed the same by order of the Board of Directors of said corporation.

Marilyn Hurwitz
NOTARY PUBLIC

MARILYN HURWITZ
NOTARY PUBLIC, State of New York
No. 01HU4882634
Qualified in Kings County
Commission Expires March 30, 2023

W-489A
Rev. 04/04/2014

THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION



REFERRAL TO AN EMERGENCY HOUSING FACILITY LETTER OF INTRODUCTION

To Facility: _____ Date of Referral: _____
 _____ NY _____
 Borough: _____
 From: _____

 _____ NY _____
☐ Caseworker
☐ ServiceLine
☐ Site/Team
 Phone Number: _____

CLIENT PLEASE READ: Today you have requested housing assistance and an eligibility determination has found that you are homeless and eligible for emergency housing placement services. As a result, you have been referred to the emergency housing facility named above. **It is important that you check into the facility no later than 9:00 p.m. of the date of your referral. If you have not checked in by 9:00 p.m., facility management may cancel your room.** Your signature below indicates that you have read the above and understand your responsibilities regarding this emergency housing referral and that you agree that you were offered an application for medically appropriate non-emergency housing information regarding financial assistance available to assist eligible clients in obtaining housing, and information regarding available housing options. You are required to use your CBIC benefit card to swipe in the device located at the facility front desk once a day to register your presence and use of your room for the duration of your stay at your assigned facility. Failure to swipe in each day can cause your room to be closed. A closing means that this room is no longer authorized by HRA for payment to the facility provider. If you still require emergency housing after your room is closed, you must return to your client center to be reassessed and to receive a new placement at your current facility or a different one. If you cannot use your CBIC card because it is defective or lost, contact your case worker immediately for assistance. In the interim, you will be allowed to sign a log at the facility until you regain use of or receive a replacement of your CBIC card in order to register your presence and use of your room.

NOTICE TO CLIENT: If you have difficulty locating the above facility, or the facility is unable or unwilling to admit you as a guest, please call the Emergency Placement Unit (EPU) at 212-620-9764 or 212-620-9895. To obtain assistance, you must speak to a staff member.

PLEASE DO NOT LEAVE A MESSAGE.

Client's Last Name (print) _____ (M.I.) _____ First Name _____

Client's Signature _____

FACILITY MANAGEMENT: This letter will introduce the client listed above for whom a reservation for a room in your facility was made by the Emergency Placement Unit. Please show this client all courtesies possible. Upon the client's arrival, he or she must sign and swipe in front of a facility staff person in order to confirm client's registration at your facility. Overnight receipt of a duly signed Letter of Introduction via fax 212-337-1600 to EPU completes the registration process for the above named client. Your assistance is appreciated.

Client's Signature: _____ Time of Arrival: _____ AM ☐ PM ☐

Facility Personnel Signature: _____ Date of Arrival: _____

Date _____

[illegible]

I HEREBY CERTIFY THAT THE PERSONS LISTED ABOVE WERE IN RESIDENCE IN THIS FACILITY FOR THE PERIOD INDICATED

SIGNATURE: _____

SPSVC-9 (E)
7/6/2020THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION**REPORT MUST BE SUBMITTED TO HRA WITHIN 24 HOURS OF THE INCIDENT****NYC HUMAN RESOURCES ADMINISTRATION (HRA)
HOUSING PROVIDER INCIDENT REPORT**

Date:	Day of Week: Select	Time: AM <input type="checkbox"/> PM <input type="checkbox"/>
Facility/Provider Name:		
Street Address:		
Type of Incident:		
Priority Code: Select all that apply (See page five (5) for priority code descriptions)		
<input type="checkbox"/> LEVEL ONE <input type="checkbox"/> LEVEL TWO <input type="checkbox"/> LEVEL THREE		
Housing Type: <input type="checkbox"/> Emergency Commercial SRO <input type="checkbox"/> Emergency Family Apartment <input type="checkbox"/> Emergency Transitional <input type="checkbox"/> Permanent Congregate <input type="checkbox"/> Permanent Scatter-Site		

PERSONS INVOLVED

(Select all that apply)

Person Involved: <input type="checkbox"/> Client <input type="checkbox"/> Staff <input type="checkbox"/> Visitor <input type="checkbox"/> Witness <input type="checkbox"/> Other	
<input type="checkbox"/> Alleged Victim <input type="checkbox"/> Alleged Offender	
Last Name:	First Name:
Gender: Select	Last four of SSN#:
Age:	DOB:

(Select all that apply)

Person Involved: <input type="checkbox"/> Client <input type="checkbox"/> Staff <input type="checkbox"/> Visitor <input type="checkbox"/> Witness <input type="checkbox"/> Other	
<input type="checkbox"/> Alleged Victim <input type="checkbox"/> Alleged Offender	
Last Name:	First Name:
Gender: Select	Last four of SSN#:
Age:	DOB:

(Select all that apply)

Person Involved: <input type="checkbox"/> Client <input type="checkbox"/> Staff <input type="checkbox"/> Visitor <input type="checkbox"/> Witness <input type="checkbox"/> Other	
<input type="checkbox"/> Alleged Victim <input type="checkbox"/> Alleged Offender	
Last Name:	First Name:
Gender: Select	Last four of SSN#:
Age:	DOB:

REPORT MUST BE SUBMITTED TO HRA WITHIN 24 HOURS OF THE INCIDENT

BRIEF DESCRIPTION OF INCIDENT: (Who, What, When, Where)

IMMEDIATE ACTION TAKEN: (Response by on-site staff)

REPORT MUST BE SUBMITTED TO HRA WITHIN 24 HOURS OF THE INCIDENT

EMERGENCY RESPONDERS

(List all that apply)

Emergency Responder(s): <input type="checkbox"/> NYPD <input type="checkbox"/> EMS <input type="checkbox"/> FDNY <input type="checkbox"/> OTHER			
Responder's Name:		Time Called:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Unit:	Badge#:	Time Arrived:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Comments:			

(List all that apply)

Emergency Responder(s): <input type="checkbox"/> NYPD <input type="checkbox"/> EMS <input type="checkbox"/> FDNY <input type="checkbox"/> OTHER			
Responder's Name:		Time Called:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Unit:	Badge#:	Time Arrived:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Comments:			

(List all that apply)

Emergency Responder(s): <input type="checkbox"/> NYPD <input type="checkbox"/> EMS <input type="checkbox"/> FDNY <input type="checkbox"/> OTHER			
Responder's Name:		Time Called:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Unit:	Badge#:	Time Arrived:	AM <input type="checkbox"/> PM <input type="checkbox"/>
Comments:			

HOSPITALIZATION

Full Name	Reason	Hospitalization	Hospital Name
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

RESIDENT/SECURITY OFFICER STATEMENT:

- ☐ Resident statement attached
- ☐ Resident refused offer to comment
- ☐ Resident unable to provide statement due to medical or related emergency reason
- ☐ Security Officer Report attached
- ☐ Other:

REPORT MUST BE SUBMITTED TO HRA WITHIN 24 HOURS OF THE INCIDENT

Report Prepared By:	Date:
Report Preparer's Signature:	
Report Reviewed By:	Date:
Report Reviewer's Signature:	

Incident Report Policy & Procedures:

In addition to all incidents covered under Priority One, Two or Three outlined on page four, whenever a housing provider becomes aware of an assault or threat by a client or household member or against a client or household member, HASA must receive an incident report, whether or not the client or household member files a police report or seeks medical attention. Specifically, HASA must receive an incident report from the housing provider if there is: a) an assault or physical abuse of any sort or allegations of an assault or physical abuse; b) threats of assault or abuse; and c) allegations involving an employee of the housing program or anyone performing duties/services on behalf of the program. The incident report must be received by HASA within 24 hours of the time the incident takes place or is reported to the program. The report must accompany all relevant supporting documentation pertaining to the incident and participants. The incident report must be submitted to the following HASA staff: Director of Housing Services, Assistant Deputy Commissioner, Housing & Support Services, and the Housing Specialist or EPU Coordinator, if applicable.

Incident reports must be emailed to the following HRA staff within 24 hours:

Name & Title	Email Address
X. Pamela Farquhar Assistant Deputy Commissioner, Housing & Support Services	farquharx@hra.nyc.gov
Tommy Shi Director of Housing Services	tommyshi@hra.nyc.gov
Pamela Graham EPU Coordinator (when applicable)	grahampam@hra.nyc.gov
Housing Specialist (when applicable)	

INCIDENT PRIORITY CODE DESCRIPTIONS

Priority One Incidents include those that are the most serious and urgent:

- Homicide, suicide, or death on site
- Attempted homicide, attempted suicide, assault resulting in life-threatening injury, or accident resulting in life-threatening injury (including drug overdose)
- Use of a firearm
- Rape, attempted rape, or sexual assault
- Arrest for alleged child abuse or emergency transport of child for medical treatment due to suspected child abuse
- Child abuse that is reported and results in the removal of children by ACS, but no arrests are made
- Fire, disaster, or other environmental concern that involves a life-threatening injury or the evacuation of an entire site as directed by emergency personnel
- Riot, bomb threat, hostage taking/abduction, or missing children.

Priority Two Incidents include those that are not immediately life-threatening:

- Fires, which result in an FDNY response that may involve injury, extensive property damage, or relocation of clients.
- Assault or threatening behavior that does not result in life-threatening injury.
- Physical fights that do not result in arrest
- Allegations of: rape, attempted rape or sexual assault that do not result in arrest
- Domestic violence that results in the victim pressing charges, arrest of the assailant and/or the relocation of the victim
- Intentional fire setting or damage to facility equipment by a client
- Possession, use, or sale of drugs or alcohol on premises resulting in suspension of a client
- Arrest of a client, staff, or visitor for criminal activity occurring in the facility, including harassment, intimidation or victimization (i.e. stealing, extortion, loan sharking)
- Incidents that occur off premises (including client deaths) and/or involve persons known to be current clients and that would otherwise be classified as Priority One
- Theft or vandalism of property
- Heating, water, electrical failure, or other environmental issue (i.e. asbestos, lead, radon), that is expected to last more than 4 hours
- Possession of a firearm.

Priority Three Incidents include those occurrences that need to be reported:

- On-site incidents that are not classified as Priority One or Priority Two, but occur involving clients, staff, visitors or property, including: thefts, physical fights, personal injury, minor property damage, and/or evacuations
- Off-site incidents involving clients and/or staff that affect community quality of life, including: thefts, physical fights, personal injury, minor property damage, and/or evacuations
- Removal, via EMS, of any client for any reason other than a Priority One or Priority Two occurrence.
- Threats of assault or abuse
- Allegations involving an employee of the housing program or anyone performing duties/services on behalf of the program

(AAR/09/045)

HASA INVOICE