



FAMILY INDEPENDENCE ADMINISTRATION

Matthew Brune, Executive Deputy Commissioner




James K. Whelan, Deputy Commissioner
Policy, Procedures, and Training

Stephen Fisher, Assistant Deputy Commissioner
Office of Procedures

POLICY BULLETIN #12-64-OPE

(This Policy Bulletin Replaces PB #09-131-OPE)

REPAYMENT AGREEMENT AND EMERGENCY ASSISTANCE TO NEEDY FAMILIES (EAF) AGREEMENT TO REPAY EXCESS SHELTER ARREARS (W-147KK) AND UTILITY ARREARS REPAYMENT AGREEMENT (W-147X) FORMS

Date: August 3, 2012	Subtopic(s): Forms
<p> This procedure can now be accessed on the FIAweb.</p>	<p>Revisions to Original Policy Bulletin:</p> <p>This policy bulletin is being updated to inform staff that a file containing the repayment forms is now sent electronically from the Paperless Office System (POS) to the Investigation, Revenue and Enforcement Administration (IREA). As a result, the following changes have been made to the forms which are sent by POS to the HRA OneViewer:</p> <ul style="list-style-type: none"> • Removal of the routing instructions from the W-147H, and the W-147KK forms. A notation was added to these forms indicating that they are now processed in POS. They should not be sent to the Investigation, Revenue and Enforcement Administration (IREA). • Added language to the procedure for the following forms to indicate that they no longer need to be scanned or indexed because they have been automatically processed in POS: <ul style="list-style-type: none"> ▪ (W-147F) Shelter Arrears Repayment Agreement Worksheet ▪ (W-147XX) Utility Arrears Repayment Agreement Worksheet ▪ (W-147NN) Information about Repaying The Department of Social Services for Utility Arrears ▪ (W-147PP) Information about Repaying The Department of Social Services for Rental Arrears

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*

The policy bulletin is also being updated to:

- Revise the Federal Poverty Level Guidelines on page 2 of the **W-147F** to reflect the 2012 monthly amounts.
- Remove **Attachment A** and references to **Attachment A** because the 24 month installment repayment statement now appears on the Utility Arrears Repayment Agreement (**W-147X**) form.
- Change **Attachment B** to **Attachment A** because the original **Attachment A** was removed.

Purpose

The purpose of this policy bulletin is to advise Job Center staff of the requirement to complete the appropriate repayment agreement worksheet and forms for applicants applying for shelter and/or utility arrears.

Exploring Available Resources

If an applicant is applying for a one-shot deal and submits pay stubs to document the amount and frequency of his/her income, the JOS/Worker must ask about the duration of the applicant's employment and determine whether other resources (such as a bank account, pension, 401k, or IRA) are available as a first step in addressing the immediate need.

Example; John is applying for a one-shot deal to pay his shelter arrears. John confirms that he belongs to a pension fund that allows him to take a loan against his pension. These funds must be accessed as a first step toward John's repaying his shelter arrears.

If the applicant has resources available to meet his/her emergency, the resources must be used before a one-shot deal grant can be issued. If the applicant does not have any available resources, a determination of eligibility for a one-shot deal must be made.

Refer to [PB #11-91-OPE](#) for more information on the payment of shelter arrears.
A referral to RAU is required for all requests for shelter arrears.

When an applicant requests emergency assistance to pay shelter arrears, a referral to the Rental Assistance Unit (RAU) is required. The JOS/Worker must forward documentation of the applicant's available resources to RAU along with a Rental Assistance Unit (RAU) Case Documentation Transmittal Form (**W-153P**). RAU will determine the applicant's eligibility for assistance for shelter arrears.

Repayment Agreements

Refer to PD #12-15-ELI

The **W-147F** and the **W-147XX** forms must be used to determine if a repayment agreement is required.

The JOS/Worker must complete Form **W-147F** to determine whether an applicant is required to sign an ESNA or EAF shelter arrears repayment agreement. Form **W-147F** also records the estimated monthly repayment amount.

Form **W-147F** instructs the JOS/Worker that, if a repayment agreement is required, the JOS/Worker must complete the **W-147H** (ESNA) or the **W-147KK** (EAF) form.

ESNA Shelter Arrears Repayment Agreements

Refer to PD #10-15-ELI for details on shelter arrears policy and repayment agreements.

Once it has been determined that the **W-147H** repayment agreement is required for an ESNA applicant, the JOS/Worker must determine how much has been approved for payment by the RAU in order to complete the form.

The JOS/Worker must:

- enter the total amount approved by RAU on Form **W-147H**. This amount may be different from the shelter arrears amount initially requested on page 2 of Form **W-147F**, since it is based on the amount approved by RAU.
- enter the amount to be paid in monthly installments (one twelfth of the total amount granted).
- have the applicant sign Form **W-147H**. If the approval is not received on the same day as the request, the applicant will be required to return to the Job Center to sign Form **W-147H** prior to payment of the grant. Under no circumstances should an applicant be required to sign a blank **W-147H** form in advance.
- provide the applicant with a copy of the signed **W-147H**.
- provide the applicant with Form **W-147PP**. This notice explains the repayment billing process to the applicant.

Form **W-147H** must include the repayment agreement amount before the applicant's signature is captured

If the applicant's signature is not captured in POS, scan and index the **W-147H**.

Please see [PD #08-43-ELI](#) for more information about EAF.

EAF Agreement to Repay Excess Shelter Arrears

EAF for shelter arrears is generally provided as a non-recoverable grant. However, shelter payments made in excess of the Agency maximum for the participant's household size are recoverable.

Form **W-147KK** was created to inform EAF applicants requesting assistance with shelter arrears that all shelter payments in excess of the maximum shelter allowance for their household size must be repaid to the Agency. This form must be signed by all EAF applicants who have requested an Emergency Shelter Grant (One-Shot Deal). Form **W-147KK** must be completed once RAU has determined the amount to be repaid by the applicant. The **W-147KK** provides a repayment breakdown section showing how HRA has determined the amount that must be repaid.

Once it is determined that the individual is approved for payment of excess shelter arrears under EAF, the JOS/Worker must:

- complete Form **W-147KK**. All fields must be completed prior to obtaining the applicant's signature.
- enter only the amount of the excess shelter arrears approved by the agency on Form **W-147KK** as the total amount that must be repaid by the applicant to HRA. This amount may be different from the actual shelter arrears amount initially entered on Form **W-147F** or approved.
- have the applicant sign Form **W-147KK**. If the approval is not received from the RAU on the same day as the request, the applicant will be required to return to sign Form **W-147KK** prior to payment of the grant. Under no circumstance should an applicant be required to sign a blank Form **W-147KK** form in advance.
- provide the applicant with a copy of the signed Form **W-147KK**.
- provide the applicant with Form **W-147PP**, a notice containing information about the repayment billing process.

Note: There is no requirement to repay the total excess shelter arrears amount owed within twelve months. However, a minimum payment of \$40.00 must be made each month.

Applicants requiring repayment agreements will receive a bill from the Division of Accounts Receivable and Billing (DARB) each month until the repayment amount is paid in full or the case becomes active for recurring benefits.

If an EAF application is converted from an application for a one-shot deal emergency request to an application for ongoing assistance, a recoupment must be initiated to recover the excess shelter payment.

If the applicant's signature is not captured in POS, scan and index the **W-147KK**.

Form **W-147KK** must include the repayment agreement amount before the applicant's signature is captured.

Utility Arrears Repayment Agreement

Current Utility
Repayment Agreements

A household already under a repayment agreement for utility arrears assistance to restore service or to prevent termination of service is not eligible for subsequent assistance unless the prior utility arrears repayment agreement amount has been fully repaid, or the household is currently repaying such assistance in accordance with its repayment agreement (has not defaulted on the current repayment agreement and is not in arrears).

When an applicant requests emergency assistance to pay utility arrears and he/she has exhausted all of his/her available resources, the JOS/Worker must complete the **W-147XX** form to determine if the applicant is required to repay the utility arrears assistance. Form **W-147XX** instructs the JOS/Worker that if the gross monthly income is greater than the CA monthly standard of need, a repayment agreement is required. The JOS/Worker must complete Form **W-147X**.

Refer to [PD #07-14-ELI](#) for information on the utility process.

Once it has been determined through Form **W-147XX** that a repayment agreement is required for utility assistance under ESNA or EAF, the JOS/Worker must determine (through the utility liaison) how much will be paid to the utility vendor.

The JOS/Worker must:

- if the applicant has an active repayment agreement, contact Claims and Collections via fax at **(212) 274-6659** to determine whether or not the applicant is in good standing. The JOS/Worker must include the applicant's full name and case number, as well as the JOS/Worker's own full name, fax number, phone number, email address, and Center number. IREA will provide verification of payoff status via email or fax. This verification must be scanned and indexed into the case record in case of a Fair Hearing. If the applicant is not in good standing, the JOS/Worker must deny the request for utility arrears.
- enter the amount to be repaid on Form **W-147X**. This may be different than the amount initially requested by the utility vendor.
- enter the amount to be paid in monthly installments (one twenty-fourth of the total amount granted).
- have the applicant sign the completed **W-147X** form as a condition of eligibility for utility assistance. If the approval is not received from the utility liaison on the same day as the request, the applicant will be required to return to sign Form **W-147X** prior to payment of the grant. Under no circumstance should an applicant be required to sign a blank **W-147X** form in advance.

Revised
See page 7 of this policy bulletin for important information about suspension of enforcement for utility repayment agreements during the cold-weather period from January 3 to April 15.

Form **W-147X** must include the repayment amount before the applicant's signature is captured.

If the applicant's signature is not captured in POS, scan and index the **W-147X**.

- provide the applicant with a copy of the signed **W-147X**.
- provide the applicant with Form **W-147NN**. This notice contains information that will help the applicant understand the repayment billing process.

Additional information about who in a household should sign the utility repayment agreements is found in the Utility Repayment Agreements: Questions and Answers (**Attachment A**), which consists of a series of questions and answers containing examples and information not addressed in this policy bulletin or in the **W-147NN**.

Suspension of Enforcement for Utility Repayment Agreements

Revised
Refer to PD #11-29-ELI

During the cold weather period between January 3 of each year and April 15 of that year, the enforcement of utility repayment agreements is suspended for households defaulting on an existing utility repayment agreement and applying for assistance with a current utility (natural gas and/or electricity) related emergency. Although it is not required, participants may choose to continue making payments during the cold weather period.

During the cold weather period, JOS/Workers must process requests for subsequent utility arrears payments without regard to the status of the repayment obligations for any previous Utility Arrears Repayment Agreement. This suspension of enforcement involves only those households with unmet repayment terms when the applicant applies for assistance to meet a subsequent utility emergency. The applicant must still fulfill the eligibility requirement of signing a new Utility Arrears Repayment Agreement before a new grant is issued to meet the utility emergency.

The terms of a new Utility Arrears Repayment Agreement signed during the suspension period must begin on April 16 with a 24-month term, regardless of when the assistance was granted. For any previous utility arrears repayment agreements, the repayment terms must resume on April 16, adjusted to compensate for the suspension period. This could result in some individuals having more than one repayment agreement in effect at the end of the suspension period.

The suspension of enforcement during the cold weather period does not affect liens for emergency energy assistance granted under Safety Net Assistance (SNA), ESNA, or EAF.

Suspension of Enforcement for Individuals Who Begin Receiving CA or SSI

If an applicant signs a Utility Arrears Repayment Agreement and then becomes eligible for CA or SSI, any unpaid balance on his/her arrears payment must be suspended until the applicant is no longer receiving CA or SSI. Suspended utility arrears repayment agreements are not subject to recoupment. When the participant no longer receives CA or SSI benefits, the unpaid balance will again become due to the Agency under the terms of the agreement.

Non-utility heating emergencies

Applicants facing non-utility (other than electric or natural gas) heating emergencies (e.g., a broken boiler in need of repair or replacement) are not required to sign repayment agreements.

Applicants for Ongoing Cash Assistance with an Emergency Need

The **W-145TT** is only valid for households that include children or pregnant women. Applicants who are single adults or childless couples must sign the repayment agreement forms if an emergency grant is issued.

When an applicant for ongoing CA has an emergency need for shelter/utility arrears, the JOS/Worker must complete the Determination of Eligibility for Emergency Assistance to Needy Families (EAF) (**W-145TT**) to determine EAF eligibility. If the applicant is eligible for EAF and payment is granted, the repayment agreement Forms **W-147KK** and/or **W-147X** must be signed by the applicant. If he/she is denied for ongoing CA, the forms must be forwarded to IREA for repayment. If he/she is subsequently accepted for ongoing CA, the forms must be discarded.

If an applicant is deemed ineligible for EAF (for example, a single adult with no children), his/her emergency need could be met with an SNA grant. Forms **W-147KK** and/or **W-147X** must be completed and signed by the applicant.

Return Appointments

If an applicant/participant is required to return to the Job Center to sign a completed Form **W-147H**, **W-147KK**, or **W-147X**, the JOS/Worker must notify the applicant/participant of his/her appointment via the Notice to Report to Center Form (**M-3g**). If the applicant/participant does not return to sign Form **W-147H**, **W-147KK**, or **W-147X**, the request for a One-Shot Deal must be rejected.

Repayment agreement forms

Forms **W-147H**, **W-147KK**, **W-147X** and **W-113B** are available in POS for automatic processing and placement in the HRA OneViewer.

New Information

If POS is unavailable and the repayment agreement forms are completed manually, the forms must be scanned and indexed into the case record.

The IREA Repayment Transmittal (**W-113B**) form is used to submit a list of cases to IREA where the request decision is processed manually.

One-Shot Deal Codes

For EAF shelter arrears, use Opening Code **Y39**.

Staff is reminded that a repayment agreement is required when CA Opening Code **Y38** (Case accepted only for emergency shelter arrears and/or emergency utility arrears that the applicant agrees to repay) is used to issue payment for:

EAA cases are not required to sign a repayment agreement.

- emergency utility arrears to any case category except Emergency Assistance to Adults (EAA).
- emergency shelter arrears to ESNA cases.

When opening a One-shot deal case using CA Opening Code **Y38**, staff must only use the following special grant issuance codes to authorize a benefit:

- 10** Utility Grant to Prevent Turn Off/Restore Services (Prior to PA)
- 31** Pre-PA Rent Arrears
- 40** Rent in Advance to Avoid Eviction
- 41** Utility Grant to Prevent Turn Off or Restore Utility Services (Mismanagement)
- 50** Non-Recoupable Utility Grant (No Mismanagement)
- 59** NYCHA Rent Arrears

Note: Although some of the above grants may not be subject to recoupment for applicants/participants of ongoing CA, a repayment agreement may be required to recover funds issued under one of these codes as a grant for One-Shot emergency assistance.

New information


Job Center Directors must ensure that all previous versions of Forms **W-147F**, **W-147H**, and **W-147KK**, including multilingual equivalents, are removed from circulation and recycled.

Effective Immediately

References:

[09-ADM-17](#)
[GIS 09TA/DC026](#)

Related Items:[PD #08-43-ELI](#)[PD #07-14-ELI](#)[PD #10-15-ELI](#)[PD #11-29-ELI](#)[PD #12-15-ELI](#)[PB #11-91-OPE](#)**Attachments:**

 Please use Print on Demand to obtain copies of forms.

W-113B	IREA Repayment Transmittal Form (Rev. 12/8/09)
W-147F	Shelter Arrears Repayment Agreement Worksheet (Rev. 08/3/12)
W-147H	Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (Rev. 08/3/12)
W-147H (S)	Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (Spanish) (Rev. 08/3/12)
W-147KK	Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears (Rev. 08/3/12)
W-147KK (S)	Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears (Spanish) (Rev. 08/3/12)
W-147NN	Information About Repaying the Department of Social Services For Utility Arrears (Rev. 12/8/09)
W-147NN (S)	Information About Repaying The Department of Social Services For Utility Arrears (Spanish) (Rev. 12/8/09)
W-147PP	Information about Repaying the Department of Social Services for Rental Arrears (Rev. 12/8/09)
W-147PP (S)	Information about Repaying the Department of Social Services for Rental Arrears (Rev. 12/8/09)
W-147X	Utility Arrears Repayment Agreement (Rev. 12/8/09)
W-147X (S)	Utility Arrears Repayment Agreement (Spanish) (Rev. 12/8/09)
W-147XX	Utility Arrears Repayment Agreement Worksheet (Rev 7/30/09)
W-153P	Rental Assistance Unit (RAU) Case Documentation Transmittal (Rev. 12/3/09)
Attachment A	Utility Repayment Agreements: Questions and Answers

Date: _____

Job Center: _____

Number of Referrals Attached: _____

IREA Repayment Transmittal Form

No.	Case Number/ Suffix	Last Name/First Name	Payment Date	Payment Amount	Reason Code
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					
11)					
12)					
13)					
14)					
15)					
16)					

SAMPLE

Signature of Deputy Director for Intake Unit: _____

Date: _____
Case Number: _____
Case Name: _____
Center Number: _____

Shelter Arrears Repayment Agreement Worksheet

(Use for EAF and SNA Applicants Only)

APPLICANT INFORMATION (To be completed by the JOS/Worker.)

A. Print Name: _____
Last Name First Name M.I.

Address: _____

City: _____ State: _____ Zip Code: _____

- B. 1. Is the household eligible for EAF? (Refer to Determination of Eligibility for Emergency Assistance to Needy Families, form **W-145TT**) Yes No
- If Yes, a repayment agreement is not required (see exception in the Note below).
If No, go to Question 2.
2. Is the household applying for recurring SNA? Yes No
- If Yes, see the asterisk (*) below and proceed to Section C.
If No, proceed to question 3.
3. Is the household applying for ESNA assistance? Yes No
- If Yes, proceed to Section C.
If No, reevaluate category of assistance. Return to question 1.

Note: If shelter arrears are paid under Emergency Assistance to Needy Families (EAF), any amount that exceeds the maximum monthly shelter allowance is to be recovered. Complete the Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears (**W-147KK**).

For applicants found eligible under recurring Family Assistance (FA) or Safety Net Assistance (SNA), any amount that exceeds the maximum monthly shelter allowance is to be recouped. Complete the PA Recoupment Data Entry Form – WMS (**LDSS-3573**) and enter the recoupment in the Welfare Management System (WMS).

* If the applicant is applying for recurring SNA but eligibility has not yet been established for recurring assistance, the Repayment Agreement should be signed in the event that the recurring case is not opened. If the recurring case is opened, the Repayment Agreement is null and void and the arrears should be claimed under the recurring SNA. In this situation, any arrears that exceed the maximum shelter standards for the month of application and/or for any prior months must be recouped from future SNA grants.

Shelter Arrears Repayment Agreement Worksheet (continued)

C. Household size: _____ (Include all persons residing in the applicant's house or apartment.)

D. The household's gross monthly income at the time of application: \$ _____
(Include all earned and unearned income [including SSI] for all persons residing in the applicant's household.)

125% of the 2012 Federal Poverty Level Guidelines

Size of Household	1	2	3	4	5	6	7	8	9	10	For Each Additional Household Member:
Monthly Amount (Rounded)	\$1,164	\$1,576	\$1,989	\$2,401	\$2,814	\$3,226	\$3,639	\$4,051	\$4,464	\$4,876	\$413

E. 125% of the Federal poverty level for the household size in Section C: \$ _____

F. Does the amount in Section E exceed the amount in Section D?

- Yes. Applicant is eligible for ESNA shelter arrears payment. Complete the Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (W-147H) form.
- No. Applicant is ineligible for an ESNA shelter arrears payment.

G. Total arrears requested: \$ _____

H. Estimated monthly repayment amount: \$ _____ (The amount in Section G divided by 12.)

Date: _____
Case Number: _____
Case Name: _____
Center Number: _____

Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement

REPAYMENT AGREEMENT

Case Address (applicant's address at time of arrears): _____

As a condition of eligibility for receiving this assistance to prevent eviction or foreclosure, I agree to repay the Human Resources Administration \$ _____.

I agree to repay this amount in twelve (12) monthly installments of \$ _____.

I understand that each payment is due on the date indicated on the monthly bill I will receive from the Human Resources Administration.

I understand that the Human Resources Administration's Division of Accounts Receivable and Billing will send me a monthly bill. My check or money order must be made payable to the Human Resources Administration and must include my address and case number. I understand that payments must be mailed in the provided addressed postage-free return envelope to:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, NY 10038

SAMPLE

If I am receiving shelter arrears assistance, I understand that I will not be eligible to receive another rent, mortgage or tax arrears payment to prevent eviction or foreclosure unless I have fully repaid any assistance received or I am repaying such assistance in accordance with the terms of this/these repayment agreement(s). I also understand that if I fail to repay this assistance in accordance with this/these agreement(s), the Human Resources Administration will enforce this repayment agreement by any method available to a creditor. This includes, but is not limited to, referring the matter to a collection agency, obtaining a judgment from a court, obtaining a lien on real property or garnishing wages, when appropriate. Additionally, I understand that regardless of the payment agreement, I cannot receive more than one shelter arrears payment in a five-year period, unless the Human Resources Administration has an exception policy and makes an exception.

I understand that the Human Resources Administration also has the right to require that I sign a lien on my real property for receiving a rent, mortgage or tax arrears payment, or for receiving a shelter arrears payment authorized under the category of Emergency Safety Net Assistance. If a lien is taken, that portion, which represents this arrears payment, will be considered satisfied when the arrears payment has been repaid in full.

Later, if I become eligible for recurring cash assistance, any unpaid balance of this arrears payment will be suspended until I am no longer receiving recurring cash assistance. At that time, the unpaid balance again will become due to the Human Resources Administration under the terms of this agreement.

I understand that by signing this form, I agree to all of the above conditions.

Applicant's Signature Date

Authorized by Date

Note: This form is not valid unless the Applicant's signature and the authorized Human Resources Administration staff signature are present.

DO NOT SEND IF PROCESSED IN POS

For Office Use Only

**For Use by Division of Accounts Receivable
and Billing (DARB) Only**

Billing Information

Refund Item Class Description: **One-Time Shelter**

MGMT Unit: **0707**

Code: **RES**

Billing: **Yes**

Number of Payments: **12**

Mail Receipt: **Yes**

SAMPLE

Copies: (1) file (1) applicant

Fecha: _____
Número del Caso: _____
Nombre del Caso: _____
Número del Centro: _____

Asistencia de Emergencia de Red de Seguridad (ESNA) Acuerdo de Reembolso de Atrasos de Alquiler

ACUERDO DE REEMBOLSO

Dirección del caso (dirección del solicitante en el momento del atraso): _____

Como condición de elegibilidad para recibir esta asistencia para prevenir desahucio, acepto reembolsar a la Administración de Recursos Humanos (Human Resources Administration – HRA) \$ _____.

Estoy de acuerdo en reembolsar esta cantidad en doce (12) cuotas mensuales de \$ _____.

Entiendo que cada pago se tiene que recibir en la fecha indicada en la factura mensual que voy a recibir de la Administración de Recursos Humanos.

Entiendo que el Departamento de Cuentas por Cobrar y Facturación de la Administración de Recursos Humanos me enviará una factura mensual. Mi cheque o giro postal tiene que ser pagadero a la Administración de Recursos Humanos y debe incluir mi dirección y número del caso. Entiendo que los pagos deben ser enviados por correo en el sobre de dirección del remitente a:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, NY 10038

Si recibo actualmente ayuda en los pagos atrasados de vivienda, entiendo que no seré elegible para recibir otros pagos de alquiler, hipoteca o impuestos atrasados para evitar desahucio o pérdida de hipoteca, a menos que yo haya reembolsado completamente cualquier asistencia recibida, o esté reembolsando dicha ayuda conforme a lo establecido en mi(s) acuerdo(s) de reembolso. Entiendo además que si no reembolso esta asistencia en conformidad con este(os) acuerdo(s), la Administración de Recursos Humanos hará cumplir este acuerdo de reembolso por cualquier método disponible a un acreedor. Esto incluye, pero no está limitado a, remitir el asunto a una agencia de cobros de cuentas, obtener una decisión judicial, obtener un derecho de retención de bienes raíces u orden de retención de sueldo cuando sea apropiado. Adicionalmente, entiendo que independientemente del acuerdo de pago, no puedo recibir más de un pago de atraso de alquiler de refugio en un período de cinco años, a menos que la Administración de Recursos Humanos tenga una política de excepción y haga tal excepción.

Entiendo que la Administración de Recursos Humanos también tiene el derecho de exigir que yo firme un derecho de retención de mis bienes raíces por recibir pagos para alquiler, hipoteca o impuestos atrasados, o por recibir pagos autorizados en mis cuotas atrasadas de vivienda bajo la categoría de Asistencia de Emergencia de Red de Seguridad (Emergency Safety Net Assistance). Si se ejerce el derecho de retención, la porción que representa este atraso será saldada cuando el pago del atraso sea completamente reembolsado.

Si posteriormente resulto elegible para asistencia en efectivo recurrente, cualquier saldo no pagado de esta deuda atrasada se suspenderá, hasta que yo ya no reciba asistencia en efectivo recurrente. En ese momento, el saldo no pagado será debido a la Administración de Recursos Humanos bajo las condiciones de este acuerdo.

Entiendo que al firmar este formulario, accedo a todas las condiciones indicadas arriba.

Firma del Solicitante

Fecha

Autorizado por

Fecha

Nota: Este formulario no es válido a menos que esté firmado por el solicitante y un miembro autorizado del personal de la Administración de Recursos Humanos.

DO NOT SEND IF PROCESSED IN POS

For Office Use Only

**For Use by Division of Accounts Receivable
and Billing (DARB) Only**

Billing Information

Refund Item Class Description: **One-Time Shelter**

MGMT Unit: **0707**

Code: **RES**

Billing: **Yes**

Number of Payments: **12**

Mail Receipt: **Yes**

SAMPLE

Copies: (1) file (1) applicant

Date: _____
Case Number: _____
Case Name: _____
Center Name: _____

Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears

I, _____, understand that I have applied for Emergency Assistance help with paying my current shelter expense arrears. My current actual monthly shelter expense (rent/mortgage) is \$ _____. I am currently _____ months behind in paying my rent/mortgage. These arrears total \$ _____.

I understand that the Human Resources Administration (HRA) allows \$ _____ per month as the maximum monthly shelter allowance for my household size of _____. I understand that HRA will pay the maximum monthly allowance for _____ months which totals \$ _____.

I understand that I am required to repay HRA any amount paid that is greater than the maximum monthly shelter allowance for my household size. HRA has approved payment of \$ _____. Of this amount, I understand that I am required to repay to HRA the amount of \$ _____ (see breakdown below). I further understand that this amount is to be applied to the arrears owed for the period of _____ months.

SAMPLE

Repayment Breakdown

Total shelter expense arrears for _____ months	\$ _____
Minus total maximum shelter allowance for household size of _____ for _____ months.....	- \$ _____
Total amount to be repaid to HRA	\$ _____

I understand that I will receive a bill each month from the HRA/Division of Accounts Receivable and Billing (DARB), and that I will be billed each month until the total amount is paid in full. I have the option at any time of repaying the total balance due in one lump-sum payment.

I further understand that, if I am found eligible under recurring Family Assistance (FA) or Safety Net Assistance (SNA), the amount that exceeds the maximum monthly shelter allowance for my household size will be recouped from my future cash assistance grant.

Applicant's Signature _____ Date _____
Authorized by _____ Date _____

Note: This form is not valid unless the Applicant's signature and the authorized Human Resources Administration staff signature are present.

DO NOT SEND IF PROCESSED IN POS

For Office Use Only

**For Use by Division of Accounts Receivable
and Billing (DARB) Only**

Billing Information

Refund Item Class Description: **One-Time Shelter**

MGMT Unit: **0707**

Code: **RES**

Billing: **Yes**

Number of Payments: **12**

Mail Receipt: **Yes**

SAMPLE

Copies: (1) file (1) applicant

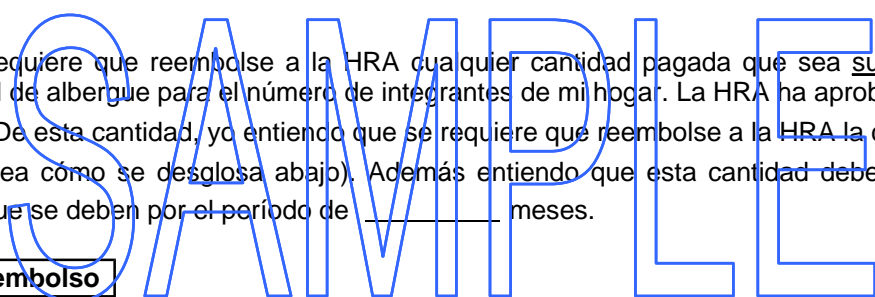
Fecha: _____
Número del Caso: _____
Nombre del Caso: _____
Nombre del Centro: _____

**Asistencia de Emergencia a las Familias Necesitadas (EAF)
Acuerdo de Reembolso del Balance de Atrasos de Albergue**

Yo, _____, entiendo que he solicitado una concesión de Asistencia de Emergencia para pagar mis gastos actuales de pagos atrasados de albergue. Mi gasto mensual actual por albergue (alquiler/ hipoteca) es de \$ _____. Actualmente estoy _____ meses atrasado con el pago de mi alquiler/hipoteca. Estos pagos atrasados son de un total de \$ _____.

Entiendo que la Administración de Recursos Humanos (Human Resources Administration – HRA) permite \$ _____ por mes como la máxima concesión mensual de albergue para el tamaño de mi hogar de _____ integrantes. Entiendo que el HRA pagará la máxima concesión mensual por _____ meses que es un total de \$ _____.

Entiendo que se requiere que reembolse a la HRA cualquier cantidad pagada que sea superior a la máxima concesión mensual de albergue para el número de integrantes de mi hogar. La HRA ha aprobado un pago de \$ _____. De esta cantidad, yo entiendo que se requiere que reembolse a la HRA la cantidad de \$ _____ (vea cómo se desglosa abajo). Además entiendo que esta cantidad debe ser aplicada a los pagos atrasados que se deben por el período de _____ meses.



Desglose del Reembolso

Gasto total de pagos atrasados del albergue por _____ meses \$ _____

Menos el total de la máxima concesión de albergue para el número _____ de integrantes del hogar por _____ meses..... - \$ _____

Cantidad total que se reembolsa a la HRA \$ _____

Entiendo que voy a recibir una factura cada mes de la HRA/Division of Accounts Receivable and Billing (DARB), y continuaré recibiendo una factura cada mes hasta que la cantidad que debo sea completamente reembolsada. Tengo la opción en cualquier momento de pagar la cantidad total en una sola cuota.

Entiendo además que, si se me determina elegible conforme a Asistencia Familiar (Family Assistance – FA) o Asistencia de Red de Seguridad (Safety Net Assistance – SNA) recurrentes, la cantidad excedente de la máxima concesión mensual de albergue para el número de integrantes de mi hogar será recuperada de mi futura concesión de asistencia en efectivo.

Firma del Solicitante _____ Fecha _____

Autorizado por _____ Fecha _____

Nota: Este formulario no es válido hasta que la firma del Solicitante y del personal de la Administración de Recursos Humanos se encuentre presente.

DO NOT SEND IF PROCESSED IN POS

For Office Use Only

**For Use by Division of Accounts Receivable
and Billing (DARB) Only**

Billing Information

Refund Item Class Description: **One-Time Shelter**

MGMT Unit: **0707**

Code: **RES**

Billing: **Yes**

Number of Payments: **12**

Mail Receipt: **Yes**

SAMPLE

Copies: (1) file (1) applicant

Information About Repaying the Department of Social Services For Utility Arrears

You have just signed an agreement to repay the Department of Social Services (DSS) the money you received for assistance with your utility arrears. The Human Resources Administration (HRA) has arranged with its Division of Accounts Receivable and Billing to enroll you in its automated billing process.

How does the automated billing process work?

Once your signed repayment agreement is received and the HRA check to the utility company is cashed, HRA will enter the full amount into the HRA billing system as a billable account. The amount will be divided into the 24 monthly installments required by New York State Social Services law. Each month you will receive a bill from the HRA Division of Accounts Receivable and Billing and a postage pre-paid business reply envelope. Each bill will show payments received since the prior bill and the remaining balance.

How can I change the amount of the bill due each month?

If you want to change the monthly amount due, you can contact the HRA Division of Claims and Collections. The Division will work with you to create a different payment plan based on changes to your finances or other circumstances. You can ask to reduce or increase the monthly bill amount at any time during the 24-month repayment period. You can also repay the outstanding amount in full at any time during the billing process.

When will the monthly billing begin?

The monthly billing begins after your repayment agreement is given to HRA and the check HRA issued to pay your utility arrears is cashed. If the check is not cashed, you will not be enrolled in the monthly billing process and no money will be due to the DSS.

When will the billing end?

The billing will end when the amount is paid in full. If you become an active Cash Assistance recipient before the amount has been paid in full, billing will be stopped until your case closes. If you are sanctioned on your case, we will start billing you again until the total amount is repaid.

Who do I contact with my questions or concerns?

You can contact the HRA Division of Claims and Collections at (212) 274-4943. Tell the representative you want to discuss your repayment agreement. You will be given an appointment to talk about your repayment agreement with Division staff.

Where is the Division of Claims and Collections located?

The address is 250 Church St. New York, N.Y. 10013.

What happens if I stop paying the bills sent to me?

You are responsible for repaying your utility assistance on the assigned schedule unless you ask for a different payment plan and HRA agrees. If you do not contact the HRA Division of Claims and Collections to change your payment schedule or ask for a suspension, you might have a civil action taken against you. This means you could have your credit score negatively affected, your paycheck garnished, and legal fees plus interest added to the original amount owed.

Información sobre el Reembolso al Departamento de Servicio Social Por Pagos Atrasados en los Servicios de Electricidad y Gas

Usted ha firmado un acuerdo para reembolsar al Departamento de Servicio Social (Department of Social Services -DSS) el dinero que recibió para la asistencia de sus pagos atrasados de los servicios de electricidad y gas. La Administración de Recursos Humanos (The Human Resources Administration - HRA) ha acordado con la División de Cuentas y Pagos (Division of Accounts Receivable and Billing) inscribirle en el proceso automático de pago.

¿Cómo trabaja el proceso automático de pagos?

Una vez se reciba su acuerdo de reembolso firmado y el cheque que la HRA envíe a la compañía de electricidad y gas se haya cobrado, la HRA ingresará la cantidad total en el sistema de pago como una cuenta por cobrar. La cantidad será dividida entre los 24 plazos mensuales que requiere la Ley Estatal de Servicios Sociales de Nueva York. Cada mes usted recibirá una factura de la División de Cuentas y Pagos de HRA y un sobre de retorno con estampilla. Cada factura indicará los pagos recibidos desde la factura anterior y el balance restante.

¿Cómo puedo cambiar la cantidad de la factura que se debe cada mes?

Si desea cambiar la cantidad que se debe cada mes, puede comunicarse con la División de Reclamos y Cobros de la HRA. Esa unidad coordinará con usted para crear un plan diferente basado en los cambios en sus finanzas u otras circunstancias. Usted puede solicitar que se disminuya o aumente la factura mensual en cualquier momento durante el período de reembolso de 24 meses. Usted además puede reembolsar en total el balance restante en cualquier momento durante el proceso de pago.

¿Cuándo se iniciará el pago mensual?

El pago mensual se iniciará después de que su acuerdo de reembolso haya sido entregado a la HRA y el cheque que la HRA envió para cancelar los pagos atrasados de los servicios de electricidad y gas se cobra. Si el cheque no ha sido cobrado, usted no estará inscrito en el proceso mensual de pago y no se cobrará dinero al DSS.

¿Cuándo finalizará el pago?

El pago finalizará cuando la cantidad sea totalmente pagada. Si usted se hace beneficiario(a) activo de la Asistencia en Efectivo antes de que la cantidad en total se pague, no recibirá facturas de pago hasta que se cierre su caso. Si es sancionado(a) en su caso, empezaremos a enviarle las facturas nuevamente hasta que la cantidad en total se reembolse.

¿Con quién me comunico si tengo preguntas o dudas?

Puede comunicarse con la División de Reclamos y Cobros de la HRA llamando al (212) 274-4943. Dígame al representante que quiere hablar con alguien sobre su acuerdo de reembolso. Se programará una cita para que hable con un empleado de la División sobre el acuerdo de reembolso.

¿Dónde está ubicada la División de Reclamos y Cobros?

La dirección es 250 Church St. New York, N.Y. 10013.

¿Qué pasa si dejo de pagar las facturas que me envían?

Usted es responsable de reembolsar su asistencia de los servicios de electricidad y gas en las fechas indicadas, a menos que solicite un plan de reembolso diferente y la HRA esté de acuerdo. Si no se comunica con la División de Quejas y Cobros de la HRA para cambiar las fechas de pago de su reembolso o solicitar que se suspendan los pagos, podría entablarse un proceso civil en contra suya. Esto significa que su estado de crédito podría verse afectado, y su salario ser embargado, y se podrían agregar tarifas legales y más intereses a la cantidad que se debe.

Information About Repaying the Department of Social Services For Rental Arrears

You have just signed an agreement to repay the Department of Social Services (DSS) the money you received for assistance for your rental arrears. The Human Resources Administration (HRA) has arranged with its Division of Accounts Receivable and Billing to enroll you in its automated billing process.

How does the automated billing process work?

Once your signed repayment agreement is received and the HRA check to the landlord is cashed, HRA will enter the full amount into the HRA billing system as a billable account. The amount will be divided into the 12 monthly installments required by New York State Social Services law. Each month you will receive a bill from the HRA Division of Accounts Receivable and Billing and a postage pre-paid business reply envelope. Each bill will show payments received since the prior bill and the remaining balance.

How can I change the amount of the bill due each month?

If you want to change the monthly amount due, you can contact the HRA Division of Claims and Collections. The Division will work with you to create a different payment plan based on changes to your finances or other circumstances. You can ask to reduce or increase the monthly bill amount at any time during the 12-month repayment period. You can also repay the outstanding amount in full at any time during the billing process.

When will the monthly billing begin?

The monthly billing begins after your repayment agreement is given to HRA and the check HRA issued to pay your rental arrears is cashed. If the check is not cashed, you will not be enrolled in the monthly billing process and no money will be due to the DSS.

When will the billing end?

The billing will end when the amount is paid in full. If you become an active Cash Assistance recipient before the amount has been paid in full, billing will be stopped until your case closes. If you are sanctioned on your case, we will start billing you again until the total amount is repaid.

Who do I contact with my questions or concerns?

You can contact the HRA Division of Claims and Collections at (212) 274 - 4943. Tell the representative you want to discuss your repayment agreement. You will be given an appointment to talk about your repayment agreement with Division staff.

Where is the Division of Claims and Collections located?

The address is 250 Church St. New York, N.Y. 10013.

What happens if I stop paying the bills sent to me?

You are responsible for repaying your rental assistance on the assigned schedule unless you ask for a different payment plan and HRA agrees. If you do not contact the HRA Division of Claims and Collections to change your payment schedule or ask for a suspension, you might have a civil action taken against you. This means you could have your credit score negatively affected, your paycheck garnished, and legal fees plus interest added to the original amount owed.

Información sobre el Reembolso al Departamento de Servicios Sociales Por Pagos Atrasados de Alquiler

Usted ha firmado un acuerdo para reembolsar al Departamento de Servicio Social (Department of Social Services -DSS) el dinero que recibió de asistencia para sus pagos atrasados de alquiler. La Administración de Recursos Humanos (The Human Resources Administration - HRA) ha acordado con la División de Cuentas y Pagos (Division of Accounts Receivable and Billing) inscribirle en el proceso automático de pago.

¿Cómo trabaja el proceso automático del pago?

Una vez se reciba su acuerdo de reembolso firmado y el cheque que la HRA envíe al casero se haya cobrado, la HRA ingresará la cantidad total en el sistema de pago como una cuenta por cobrar. La cantidad será dividida entre los 12 plazos mensuales que requiere la Ley Estatal de Servicios Sociales de Nueva York. Cada mes usted recibirá una factura de la División de Cuentas y Pagos del HRA y un sobre de retorno con estampilla. Cada factura indicará los pagos recibidos desde la factura anterior y el balance restante.

¿Cómo puedo cambiar la cantidad de la factura que se debe cada mes?

Si desea cambiar la cantidad de la factura que se debe cada mes, puede comunicarse con la División de Quejas y Cobros de la HRA. Esa unidad coordinará con usted para crear un plan diferente basado en los cambios en sus finanzas u otras circunstancias. Usted puede solicitar que se disminuya o aumente la factura mensual en cualquier momento durante el período de reembolso de 12 meses. Usted además puede reembolsar la cantidad total debida en cualquier momento durante el proceso de pago.

¿Cuándo se iniciará el pago mensual?

El pago mensual se iniciará después de que su acuerdo de reembolso haya sido entregado a la HRA y el cheque que la HRA envió para cancelar los pagos atrasados de alquiler sea cobrado. Si el cheque no se cobra, usted no estará inscrito(a) en el proceso mensual de pago y no se deberá dinero al DSS.

¿Cuándo finalizará el pago?

El pago finalizará cuando la cantidad sea totalmente pagada. Si usted posteriormente se hace beneficiario(a) activo de la Asistencia en Efectivo, antes de que se reembolse la cantidad por completo, no recibirá facturas de pago hasta que se cierre su caso. Si es sancionado(a) en su caso, empezaremos a enviarle las facturas nuevamente hasta que se reembolse la cantidad total.

¿Con quién me comunico si tengo preguntas y dudas?

Puede comunicarse con la División de Reclamos y Cobros de la HRA llamando al (212) 274 - 4943. Dígame al representante que quiere hablar con alguien sobre su acuerdo de reembolso. Se programará una cita para que hable con un empleado de la División sobre el acuerdo de reembolso.

¿Dónde está ubicada la División de Reclamos y Cobros?

La dirección es 250 Church St. New York, N.Y. 10013.

¿Qué pasa si dejo de pagar las facturas que me envían?

Usted es responsable de reembolsar su asistencia para alquiler en las fechas indicadas, a menos que solicite un plan de reembolso diferente y la HRA esté de acuerdo. Si no se comunica con la División de Reclamos y Cobros de la HRA para cambiar las fechas de pago de su reembolso o solicitar que se suspendan los pagos, podría entablarse un proceso civil en contra suya. Esto significa que su estado de crédito podría verse afectado, y su salario ser embargado, y se podrían agregar tarifas legales más intereses a la cantidad que se debe.

Date: _____
Case Number: _____
Case Name: _____
Center Number: _____

Utility Arrears Repayment Agreement

REPAYMENT AGREEMENT

Case Address (at time of arrears): _____

As a condition of eligibility for receiving this utility arrears assistance to restore or to prevent termination of service, I agree to repay the Human Resources Administration \$ _____.

I agree to repay this amount in twenty-four (24) monthly installments of \$ _____.

I understand that each payment is due on the date indicated on the monthly bill I will receive from the Human Resources Administration.

I understand that the Human Resources Administration's Division of Accounts Receivable and Billing will send me a monthly bill. My check or money order must be made payable to the Human Resources Administration and must include my address and case number. I understand that payments must be mailed in the provided addressed postage-free return envelope to:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street, 9th Floor
New York, NY 10038

I understand that I will not be eligible for subsequent utility arrears assistance to restore or prevent termination of service unless I have fully repaid any prior utility arrears payments that were subject to repayment; or I am repaying this assistance in accordance with the terms of any Repayment Agreement(s); or my household's income is below the temporary assistance standard of need for my household size as of the date of application for such subsequent assistance. I also understand that if I fail to repay this assistance within the twenty-four (24) month period, the Human Resources Administration will enforce this Repayment Agreement by any method available to a creditor. This includes, but is not limited to, referring the matter to a collection agency, obtaining a judgment from a court, obtaining a lien on real property or garnishing wages, in appropriate cases.

I understand that the Human Resources Administration also has the right to require that I sign a lien on my real property for receiving a utility arrears payment authorized under Emergency Safety Net Assistance or Emergency Assistance to Needy Families. If a lien is taken, that portion which represents this arrears payment will be reduced by payments made under this agreement.

If I later become eligible for recurring temporary assistance, any unpaid balance of this utility arrears payment will be suspended until I am no longer receiving recurring temporary assistance. At that time, the unpaid balance will become due to the Human Resources Administration under the terms of this agreement.

I understand that by signing this form, I agree to all of the above conditions.

Applicant's Signature

Date

Authorized by

Date

Note: This form is not valid unless the Applicant's signature and the authorized Human Resources Administration staff signature are present.

Fecha: _____

Número del Caso: _____

Nombre del Caso: _____

Número del Centro: _____

Acuerdo de Reembolso de Pagos Atrasados de Gas, Electricidad o Combustible

ACUERDO DE REEMBOLSO

Dirección del caso (en el momento del atraso): _____

Como condición de elegibilidad para recibir asistencia de pagos atrasados de electricidad, gas o combustible, para restablecer servicio o para prevenir la terminación de mi servicio, acepto reembolsar a la Administración de Recursos Humanos (Human Resources Administration – HRA) \$ _____.

Estoy de acuerdo en reembolsar esta cantidad en veinticuatro (24) cuotas mensuales de \$ _____.

Entiendo que cada pago tiene que ser recibido en la fecha indicada en la factura mensual que voy a recibir de la Administración de Recursos Humanos.

Entiendo que la División de Cuentas por Cobrar y Facturación de la Administración de Recursos Humanos me enviará una factura mensual con sobre con sello prepago con dirección del remitente. Mi cheque o giro postal tiene que ser pagadero a la Administración de Recursos Humanos y debe incluir mi dirección y número del caso. Entiendo que los pagos deben ser enviados por correo en el sobre de dirección del remitente a:

Human Resources Administration
Division of Accounts Receivable and Billing
180 Water Street 9th Floor
New York, NY 10038

Entiendo que no seré elegible para asistencia adicional de atrasos de electricidad, gas o combustible para restablecer o evitar la terminación, a menos que yo haya reembolsado por completo cualquier pago de atraso anterior que debía reembolsarse; o estoy reembolsando esta asistencia conforme a las condiciones de cualquier Acuerdo(s) de Reembolso; o el ingreso de mi hogar es inferior a la de la norma de asistencia temporal de necesidad para el número de integrantes de mi hogar a partir de la fecha de solicitud de dicha asistencia adicional. Entiendo además que si no reembolso como debido esta asistencia dentro del plazo de veinticuatro (24) meses, la Administración de Recursos Humanos hará valer este Acuerdo de Reembolso por cualquier método que disponga el acreedor. Esto incluye, pero no se limita a, la remisión del asunto a una agencia de cobro, la obtención de una orden judicial, de una retención de la propiedad inmueble o el embargo de sueldo, de ser apropiado.

Entiendo que la Administración de Recursos Humanos también tiene el derecho de exigir que yo firme un documento de retención de mis bienes raíces para recibir pagos atrasados de electricidad, gas o combustible conforme a Asistencia de Red de Seguridad de Emergencia (Emergency Safety Net Assistance) o Asistencia de Emergencia a Familias con Necesidades. (Emergency Assistance to Needy Families). Si se acepta la retención, la porción que representa este atraso será saldada con pagos realizados conforme a este acuerdo.

Si posteriormente resulto elegible para asistencia temporaria recurrente, cualquier saldo no pagado de esta deuda atrasada de electricidad, gas o combustible se suspenderá, hasta que yo deje de recibir asistencia temporal recurrente.

En ese momento, el saldo no pagado será debido a la Administración de Recursos Humanos bajo las condiciones de este acuerdo.

Entiendo que al firmar este formulario, accedo a todas las condiciones anteriores.

Firma del Solicitante

Fecha

Autorizado por

Fecha

Nota: Este Formulario no es válido a menos que esté firmado por el solicitante y por un miembro autorizado del personal de la Administración de Recursos Humanos.

Date: _____
Case Number: _____
Case Name: _____
Center Number: _____

Utility Arrears Repayment Agreement Worksheet

A. Applicant's Information (To be completed by the JOS/Worker.)

Print Name: _____
First Name M.I. Last Name
 Address: _____

 City: _____ State: _____ Zip Code: _____
 Utility arrears owed: \$ _____

Category: ESN EAF

B. Is the applicant the customer of record? Yes. Proceed. No. The customer of record must come in to apply.

C. Household size (Include all persons residing in the applicant's house or apartment and their Social Security numbers):

(1) Name	(2) Relationship	(3) Social Security Number	(4) Type/Verification	(5) Monthly Gross
Total				\$

D. Is the customer of record in receipt of CA or SSI (or additional State payments) on the date of application?

Yes. Repayment Agreement is **not** required (regardless of category of assistance under which the arrears are paid). No. Proceed to Section "E."

Date: _____
Case Number: _____
Case Name: _____
Originating Center: _____

Rental Assistance Unit (RAU) Case Documentation Transmittal

The Family Independence Administration (FIA) requires that all submissions to the RAU be accompanied by relevant documentation.

Documentation attached (check all that apply):

- Court-ordered Stipulation with LT/Index Number
- Notice of Petition
- Petition
- Notice of Motion
- Order to Show Cause
- Breakdown of rent arrears by landlord
- Letter from nonprofit organization on official letterhead stating contribution toward arrears
- Copy of money order if tenant claims that he/she has money to contribute toward arrears
- "Third-party" verification if tenant states that he/she has family or friends to assist with arrears and/or ongoing rent (**Form W-146E**)
- Income verification (such as paystubs, award letters, and UIB, etc.)
- Resources (such as bank accounts, pensions, 401Ks, and IRAs)
- Medical documentation
- Unforeseen emergency

Describe and document: _____

Other: _____

JOS/Worker: _____
(print name)

AJOSII/HDU-AJOSI: _____
(print name)

(signature)

Telephone: _____ Fax: _____

Utility Repayment Agreements: Questions and Answers

1. Q. When an adult child, who resides in the same apartment as his or her parent, applies for emergency assistance, whose income is counted if both names are on the lease and utility bill? (The adult child meets the tenant of record and customer of record requirements.) Who has to sign the utility repayment agreement if the parent is the only household member with income?
 - A. All of the household income is counted. As the applicant, only the adult child has to sign the utility repayment agreement.

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

2. Q. When a district issues a utility arrears payment and should have had the client sign a repayment agreement, should the district correct its mistake and require a repayment agreement for the past benefit?
 - A. No.
3. Q. May a household that received a utility shut-off payment with one household member signing a repayment agreement and subsequently defaulting on the agreement, receive another utility shut-off payment based on the signing of another repayment agreement by the other non-legally responsible relative (NLRR) household member?
 - A. Yes, if the NLRR is the customer and tenant of record for the shut-off period and agrees to sign a repayment agreement.
4. Q. What are the consequences if a non-legally responsible adult refuses to sign a shelter or utility repayment agreement?
 - A. The adult applicant or his/her spouse must sign the agreement, or the entire household is ineligible for the emergency payment.
5. Q. If there is a Non Cash Assistance customer and tenant of record whose spouse is an SSI recipient, should the SSI spouse sign the Utility Arrears Repayment Agreement?
 - A. Yes, if the household is subject to a Utility Arrears Repayment Agreement, the applicant and his/her spouse must sign the agreement.
6. Q. Should the Agency require a repayment agreement for EAF for utilities?
 - A. Yes, unless the household is exempt from the repayment requirement.
7. Q. Can the Utility Repayment Agreement be considered a legal document?
 - A. Yes. A repayment agreement for a grant for utility arrears or shelter arrears is a legally binding contract.

Attachment A

8. Q. If an individual defaults on a utility arrearage repayment agreement, does the individual become ineligible for HEAP?
- A. HEAP eligibility is not tied to the repayment agreement.
9. Q. Can an individual get a fair hearing on a utility arrearage repayment agreement? If the individual comes in during this time with another emergency, could the individual enter into another agreement?
- A. Yes. However, in order to be eligible to enter into another agreement, the individual would have to be current with payments on the previous agreement regardless of fair hearing status. This is also true for shelter arrears.
10. Q. If a utility payment is made under EAF, EAA or ESNA, is a utility agreement required?
- A. Only EAF and ESNA are looked at for repayment of utility arrears.
11. Q. An individual enters into a shelter or utility arrears repayment agreement and subsequently the individual files for bankruptcy. How is the repayment agreement treated?
- A. It would be treated the same as any other legally binding agreement. It would not receive priority over any other bills that the individual had incurred.