



# FAMILY INDEPENDENCE ADMINISTRATION


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**POLICY BULLETIN #14-63-OPE**  
(This Policy Bulletin Replaces PB #13-31-OPE;  
Use in conjunction with PD #14-06-ELI)

**REVISIONS TO THE SHELTER ARREARS REPAYMENT  
AGREEMENT WORKSHEET (W-147F) AND THE EMERGENCY  
SAFETY NET ASSISTANCE (ESNA) SHELTER ARREARS REPAYMENT  
AGREEMENT (W-147H)**

<p><b>Date:</b> June 9, 2014</p>	<p><b>Subtopic(s):</b> Forms</p>
<p> This procedure can now be accessed on the FIAweb.</p> <p>See <a href="#">PB #14-39-ELI</a> for the 2014 Federal Poverty Guidelines.</p> <p>See <a href="#">PD #14-06-ELI</a> for the Shelter Arrears Policy and Repayment Agreements procedure.</p> <p><b>W-147H</b> Revisions</p>	<p>The purpose of this policy bulletin is to inform Job Center staff that the Shelter Arrears Repayment Agreement Worksheet (<b>W-147F</b>) and the Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (<b>W-147H</b>) have been revised.</p> <p>The <b>W-147F</b> has been revised to replace the 2013 Federal Poverty Guidelines chart with the 2014 Federal Poverty Guidelines.</p> <p>The 2014 Federal Poverty Guidelines are effective April 1, 2014 through March 31, 2015 for use in determining financial eligibility for Emergency Safety Net Assistance (ESNA) and Emergency Assistance to Families (EAF).</p> <p>Form <b>W-147F</b> is used to determine if a shelter arrears repayment agreement is required.</p> <p>Job Center Directors must ensure that the revised <b>W-147F</b> is used for requests for shelter arrears made on or after April 1, 2014. Job Center Directors must retain one copy of the April 4, 2013 version of Form <b>W-147F</b> for requests for shelter arrears made prior to April 1, 2014.</p> <p>The <b>W-147H</b> has been revised to now include a second signature line for an applicant's legal spouse.</p> <p>Samples of the revised forms are attached.</p>

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 Fax* or fax to: (917) 639-0298

*Effective Immediately*

**Reference:**


[06-INF-25](#)  
[GIS 14 TA/DC015](#)

**Related Items:**

[PB #14-39-ELI](#)  
[PD #14-06-ELI](#)

**Attachments:**

- W-147F** Shelter Arrears Repayment Agreement Worksheet (Rev. 06/09/14)
- W-147H** Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (Rev. 6/09/14)
- W-147H (S)** Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (Spanish) (Rev. 6/09/14)

 Please use Print on Demand to obtain copies of forms.

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 2014 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)	\$1,216	\$1,639	\$2,061	\$2,484	\$2,907	\$3,330	\$3,753	\$4,176	\$4,599	\$5,022	\$423

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

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

\_\_\_\_\_  
Legal Spouse's Signature Date

\_\_\_\_\_  
Authorized by Date

**Note: This form is not valid unless the Applicant's signature is present.**

SAMPLE

**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 con sobre con sello prepagado y 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

Si recibo 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 anteriores.**

\_\_\_\_\_  
Firma del Solicitante

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma del Cónyuge Legal

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Autorizado por

\_\_\_\_\_  
Fecha

**Nota: Este formulario no es válido a menos que esté firmado por el solicitante.**

SAMPLE

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Billing (DARB) Only**

Billing Information

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Code: **RES**

Billing: **Yes**

Number of Payments: **12**

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