



FAMILY INDEPENDENCE ADMINISTRATION

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POLICY DIRECTIVE #10-15-ELI *(This Policy Directive Replaces PD #06-29-ELI)*

SHELTER ARREARS POLICY AND REPAYMENT AGREEMENTS

Date: March 15, 2010	Subtopic(s): Shelter Arrears Repayment
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AUDIENCE The instructions in this policy directive are for staff in Job Centers and are informational for all other staff.

REVISIONS TO PRIOR PROCEDURE

This policy directive has been revised to reflect the following:

- An Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears (**W-147KK**) form must be completed by applicants for EAF, including those requesting an EAF grant in excess of the Agency maximum monthly shelter allowance.
- Applicants with an emergency shelter need must be referred to the Rental Assistance Unit (RAU), which will determine the applicant’s eligibility for emergency assistance.
- When an applicant for ongoing Cash Assistance (CA) has an emergency need for shelter arrears, the JOS/Worker must complete the Determination of Eligibility for Emergency Assistance to Needy Families (EAF) (**W-145TT**) form to determine EAF eligibility. The Required Action section of this procedure has been revised to instruct JOS/Workers on how to proceed based on the applicant’s eligibility or ineligibility for EAF and ongoing CA.
- For participants requesting an advance allowance for emergency shelter assistance, the JOS/Worker must remember to annotate the request using the Single Issue Grant Request screen in POS.
- Billing for repayment agreements is initiated by the Investigation, Revenue and Enforcement Administration (IREA) Division of Claims and Collections.

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

- The Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement form (**W-147H**) and Form **W-147KK** have been revised to update the routing instructions.
- The worksheet portion of Form **W-147H** was recently removed.
- The worksheet portion was moved to the Shelter Arrears Repayment Agreement Worksheet (**W-147F**) form, which helps determine whether a repayment agreement is necessary for applicants requesting emergency shelter arrears under ESNA or Emergency Assistance to Needy Families with Children (EAF).

POLICY

Applicants/participants who need emergency assistance with shelter arrears may be eligible for a payment to prevent eviction or foreclosure.

Payments may be made for the time prior to the month in which a Family Assistance (FA) or Safety Net Assistance (SNA) case was opened. This applies to applicants seeking emergency assistance under EAF, ESNA, or Emergency Assistance for Adults (EAA).

For EAF and ESNA, the following rules apply:

These requirements do not apply to payments made under EAA.

- The amount of the shelter arrears payment is limited to a total period of six months, once every five years. However, the Agency may determine, on a case-by-case basis, that an additional shelter arrears payment is necessary.
- The payment of shelter arrears above the maximum monthly shelter allowance is subject to recovery.

New Information

For more information on completing Repayment Agreement forms, refer to [PB #09-131-OPE](#).

EAF applicants whose grant request exceeds the Agency monthly shelter allowance must complete Form **W-147KK**. The amount exceeding the shelter maximum will be recovered by the Division of Accounts Receivable and Billing (DARB).

For shelter arrears paid under the ESNA category, the entire shelter arrears payment is recoverable, and not just the amount that exceeds the shelter maximum.

Revised

For ESNA, applicants must sign Form **W-147H** as a condition of eligibility for receiving an emergency assistance payment.

The household must use its available resources first.

For all case types, applicants/participants must use all available resources to alleviate the emergency need before receiving emergency assistance funds.

EAA shelter arrears payments for individuals receiving SSI benefits

To prevent foreclosure or eviction for individuals receiving Supplemental Security Income (SSI), up to four months of shelter arrears may be paid under EAA within a twelve-month period. The dollar amount paid under EAA is not limited by the Agency maximum monthly shelter allowance for rent or by the five-year CA time limit.

New Information

Note: A signed repayment agreement is not required for a one-shot deal emergency payment granted under EAA, or for any payments made to a participant with recurring benefits.

BACKGROUND

Applicants for Ongoing CA with an Emergency Need

Pre-CA Shelter Arrears

Individuals who apply for ongoing CA and have an emergency need for shelter arrears must be evaluated to determine eligibility for an emergency grant under the EAF, ESNA, or EAA categories. Applicants for ongoing assistance may receive an allowance for rent, mortgage, or tax arrears for the period before the case was opened, if the following conditions are met:

- the payment is essential to stop the eviction or foreclosure and no other shelter arrangements are available to stop the eviction or foreclosure; and
- the health and safety of the applicant is threatened by failure to make such a payment; and
- the authorization of the payment receives special written approval from the Agency; and
- the applicant demonstrates an ability to pay future shelter expenses, including any amounts that are more than the Agency monthly maximum shelter standard. However, if the Agency determines that the individual or family has sufficient income or resources to pay for other permanent housing, shelter arrears need not be paid.

Income and resources must be evaluated to determine eligibility.

Such payment may exceed the Agency maximum monthly shelter allowance. However, any amount which exceeds the maximum monthly shelter allowance is an overpayment and is subject to recoupment.

Applicants for One Shot Deals

Emergency Assistance to Needy Families with Children (EAF)

If the household is applying for a one-shot deal for payment of shelter arrears under EAF, the payment can be issued as long as the household meets the criteria for EAF (see [PD #08-43-ELI](#)) and the arrears are not used to duplicate or replace recurring shelter payments already granted. If the household is deemed eligible based on PD #08-43-ELI, the shelter arrears should be paid under the EAF category.

If the applicant receives a one-time-only shelter arrears payment under EAF, any amount above the Agency monthly shelter allowance is an overpayment and is subject to recovery.

New Information

Applicants applying for an EAF grant that exceeds the Agency monthly shelter allowance must complete and sign Form **W-147KK**. Form **W-147KK** informs the applicant that he/she will receive a monthly bill from the Division of Accounts Receivable and Billing (DARB) until the full amount of the excess portion of the EAF grant is paid in full.

Emergency Safety Net Assistance (ESNA)

An applicant who is applying for a one-time emergency assistance grant under ESNA is required to sign Form **W-147H** as a condition of eligibility.

By signing Form **W-147H**, the applicant agrees to repay all shelter arrears assistance within 12 months. If an applicant has a legal spouse living in the household, both the applicant and his/her legal spouse are required to sign Form **W-147H**.

In addition, all of the following conditions must be met:

- the payment is deemed essential to stop the eviction or foreclosure and no other shelter arrangements are available to stop the eviction or foreclosure; and
- the health and safety of the applicant is severely threatened by failure to make such a payment; and
- the authorization of the payment receives special written approval from the Agency; and
- the applicant demonstrates ability to pay future shelter expenses, including any amounts above the Agency monthly maximum shelter allowance. However, if the Agency determines that the individual or family has sufficient income or resources to pay for other permanent housing, shelter arrears need not be paid.

Income and resources must be evaluated to determine eligibility.

Note: If an individual receives an emergency shelter arrears payment under ESNA and later becomes eligible for recurring CA through a separate application, the repayment agreement must be suspended. Any outstanding balance owed on the suspended agreement, including any amount over the Agency maximum monthly shelter allowance, is not recoverable from the future recurring grant.

Emergency Assistance to Adults (EAA)

To prevent foreclosure or eviction for persons receiving SSI, up to four months of shelter arrears may be paid under EAA. The dollar amount paid under EAA is not limited to the Agency maximum monthly shelter allowance for rent or by the five-year CA limit.

Advance Allowances for Participants

Shelter Arrears While on CA

An advance allowance for shelter expenses may be issued to an FA or SNA participant who is threatened with eviction or foreclosure for nonpayment of shelter expenses.

A shelter arrears payment which exceeds the Agency maximum monthly shelter allowance for the household size may be provided if all of the following criteria are met. The participant must:

Income and resources must be evaluated to determine eligibility.

Assistance from a third party donor is an acceptable means of paying future shelter expenses.

- agree to use all available liquid resources (e.g. cash, checking or savings accounts) for the payment of the shelter expenses to prevent the eviction or foreclosure;
- demonstrate his/her ability to pay future shelter expenses beyond the amount of the Agency monthly maximum shelter standard;
- understand that all rent or mortgage payments are restricted; and
- have not previously received an allowance for more than the Agency maximum monthly shelter allowance over a six-month period within the last five years.

Note: If the shelter expense is equal to or lower than the Agency maximum shelter allowance for the household size, the conditions listed above are not required in order to issue the arrears payment.

An advance allowance to prevent an eviction or foreclosure is considered an additional needs request. The participant must make the request in writing on the Request for Emergency Assistance or Additional Allowance (For Participants Only) (**W-137A**) form.

REQUIRED ACTION

JOS/Workers must evaluate and determine eligibility for all applicants/participants requesting emergency assistance to pay shelter arrears.

Applicants for Ongoing CA with an Emergency Need**EAF Applicants for Ongoing CA**

Form **W-145TT** is only valid for households that include children or pregnant women.

When an applicant for ongoing CA has an emergency need for shelter arrears, the JOS/Worker must complete Form **W-145TT** to determine EAF eligibility. The JOS/Worker must explore potential income resources held by the applicant, and forward documentation of available resources to the RAU along with the Rental Assistance Unit (RAU) Case Documentation Transmittal Form (**W-153P**). RAU will determine the amount of arrears the applicant is eligible to receive.

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

If the amount requested for EAF exceeds the Agency monthly shelter allowance, the applicant must sign Form **W-147KK**. All fields must be completed prior to obtaining the applicant's signature.

When completing Form **W-147KK**, the JOS/Worker must:

- upon receipt of the RAU approval, enter only the amount of the excess approved shelter arrears 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 requested.
- 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** in advance.
- provide the applicant with a copy of the signed Form **W-147KK**.
- provide the applicant with the Information About Repaying the Department of Social Services for Rental Arrears Form (**W-147PP**), a notice containing information about the repayment billing process.

If the applicant is deemed eligible for EAF and payment is granted, the JOS/Worker must:

- Single-Issue (SI) the case using Opening Code **Y41** (Case accepted for immediate needs) on the Turn-Around Document (TAD).
- Complete the PA Single Issuance Authorization Form (**LDSS 3575**) and enter the appropriate issuance code, as follows:
 - Special Grant code **31** (Pre PA Rent Arrears) to issue the arrears payment.
 - If the rent exceeds the agency maximum for the household size, Special Grant Code **30** (Rent Payments in Excess of Maximum) must be used to cover the excess portion of the rent.
- If the applicant is accepted for ongoing CA, the signed Form **W-147KK** must be discarded. If applicable, a recoupment for the excess rent must be initiated by completing the PA Recoupment Data Entry Form – WMS ([LDSS-3573-NYC](#)).
- If the applicant is denied for ongoing CA, the JOS/Worker must forward the completed Form **W-147KK** to the Investigation, Revenue and Enforcement Administration (IREA) at the address listed on page 2 of the form.

Rent in excess of the Agency maximum must be issued using Special Grant code **30** (Rent Payments in Excess of Maximum).

New Information

IREA’s Division of Claims and Collections will be responsible for initiating the billing. If the applicant becomes eligible for ongoing CA at a later date, Claims and Collection will suspend the repayment order until the CA case closes. A recoupment should not be initiated to recover any excess payments made in the EAF category.

ESNA Applicants for Ongoing CA

Applicants who are single adults or childless couples must sign Form **W-147H** if an emergency grant is issued.

If an applicant is deemed ineligible for emergency assistance through EAF (for example, a single adult with no children), his/her emergency need may be met with an ESNA grant. Form **W-147H** must be completed and signed by the applicant.

Before Form **W-147H** is completed, the JOS/Worker must refer the case to RAU via Form **W-153P** and:

- upon receipt of the RAU approval, enter the total amount approved by RAU on Form **W-147H**. This amount may be different from the shelter arrears amount initially requested.
- enter the amount to be paid in monthly installments (one twelfth of the total amount granted).

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

- 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 circumstance 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.
- use Special Grant code **31** to issue the arrears payment. If the rent is in excess of the Agency maximum for the household size, Special Grant code **30** must be used to cover the excess portion of the rent.

Note: No changes can be made to the **W-147H**. Do not use "White-Out" on the **W-147H**. If a change is necessary, a new form must be completed and signed by the applicant.

If the applicant is accepted for ongoing CA and rent arrears checks have been issued, the JOS/Worker must discard Form **W-147H**.

If the ESNA case is accepted for recurring CA, a recoupment must be initiated for rent arrears paid above the agency maximum.

A recoupment must be initiated for any shelter arrears amount paid above the Agency maximum for the household size (Special Grant Code **30**) by entering the Special Grant Code **30** in the LDSS-3573-NYC.

If the applicant is denied for ongoing CA, the JOS/Worker must forward Form **W-147H** to IREA at the address listed on page 2 of the form.

Applicants for One Shot Deals

One Shot Deals for EAF

If the applicant is applying for a One-Shot Deal in the EAF category, the JOS/Worker must:

- complete Form **W-147F**, which is used to determine whether an applicant/participant is eligible for emergency assistance under EAF or ESNA.
- refer the case to RAU, who will determine whether or not an arrears payment should be made.
- if the applicant's shelter arrears exceed the maximum monthly shelter allowance, 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 RAU 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**.

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

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

- 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** in advance.
- provide the applicant with a copy of the signed Form **W-147KK**.
- provide the applicant with Form **W-147PP**.

The signed copy of Form **W-147KK** and a duplicate must be routed to IREA at the address listed on page 2 of the form.

Note: No changes can be made to the **W-147KK**. Do not use "White-Out" on the **W-147KK**. If a change is necessary, a new form must be completed and signed by the applicant.

One Shot Deals for ESNA

If the applicant is applying for a One-Shot Deal in the ESNA category, the JOS/Worker must:

- complete Form **W-147F**.
- once it has been determined that the **W-147H** repayment agreement is required for an ESNA applicant, refer the case to RAU via Form **W-153P**.
- upon receipt of the RAU decision, 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**.
- 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 circumstance 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**.
- use Special Grant code **31** to issue the arrears payment. If the rent is in excess of the Agency maximum for the household size, Special Grant code **30** must be used to cover the excess portion of the rent.

The signed copy of Form **W-147H** and a duplicate must be routed to IREA at the address listed on page 2 of the form.

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

Note: No changes can be made to the **W-147H**. Do not use “White-Out” on the **W-147H**. If a change is necessary, a new form must be completed and signed by the applicant.

Subsequent Shelter Arrears Assistance for ESNA Applicants

If an applicant for a One-shot deal is not current on payments in accordance with his/her current repayment agreement, he/she will not be eligible for any additional shelter arrears assistance under ESNA. However, compliance with the repayment agreement is not a condition of eligibility for EAF or recurring CA.

Note: If an applicant is not current on utility arrears payments, he/she may still be eligible for shelter arrears assistance.

Advance Allowances for Participants

All participants requesting an advance allowance for emergency shelter assistance must submit the request in writing by completing Form **W-137A**.

Once the participant has completed Form **W-137A**, the JOS/Worker must:

- annotate the request using the Single Issue Grant Request screens in POS.
- explore potential income resources held by the participant, and forward documentation of available resources to the Rental Assistance Unit (RAU) along with Form **W-153P**. RAU will determine the participant’s eligibility for assistance.
- upon receipt of RAU’s determination, complete the Action Taken on Your Request for Emergency Assistance or Additional Allowance (For Participants Only) (**W-137B**) form.
- if the participant was deemed eligible, enter Special Grant code **40** (Rent in Advance to Avoid Eviction) on Form **LDSS 3575** to issue the arrears payment. Code **40** will automatically generate a recoupment. Do not enter Code **05** (No Recoupment or Restriction) in the Shelter/Recoupment field of Form **DSS-3575**.

PROGRAM IMPLICATIONS

Model Center Implications	Use FRED/MONIQ to route the applicant/participant to the appropriate area that will address his/her housing emergency.
Paperless Office System (POS) Implications	Complete the paper versions of the W-147H and the W-147KK until the forms are available in POS on April 5, 2010. In addition, the following forms are available in POS; W-145TT , W-147F , W-147PP and the W-153P .
Food Stamp Implications	There are no Food Stamp implications.
Medicaid Implications	There are no Medicaid implications.

LIMITED ENGLISH SPEAKING ABILITY (LESA) AND HEARING IMPAIRED IMPLICATIONS

For Limited English Speaking Ability (LESA) and hearing-impaired applicants/participants, make sure to obtain appropriate interpreter services in accordance with [PD #10-12-OPE](#) and [PD #08-20-OPE](#).

FAIR HEARING IMPLICATIONS

Avoidance/Resolution	Ensure that all case actions are processed in accordance with current procedures and that electronic case files are kept up to date. Remember that applicants/participants must receive either adequate or timely and adequate notification of all actions taken on their case.
Conferences	A participant can request and receive a conference with a Fair Hearing and Conference (FH&C) AJOS/Supervisor I at any time. If a participant comes to the Job Center requesting a conference, the Receptionist must alert the FH&C Unit that the individual is waiting to be seen. In Model Centers, the Receptionist at Main Reception will issue an FH&C ticket to the participant to route him/her to the FH&C Unit and does not need to verbally alert the FH&C Unit staff. The FH&C AJOS/Supervisor I will listen to and evaluate any material presented by the participant, review the case file and discuss the issue(s) with the JOS/Worker responsible for the case and/or the JOS/Worker's Supervisor. The AJOS/Supervisor I will explain the reason for the Agency's action(s) to the participant.

If the determination is that the participant has presented good cause for the infraction or that the outstanding Notice of Intent (NOI) needs to be withdrawn for other reasons, the FH&C AJOS/Supervisor I will Settle in Conference (SIC), post Action Code **820** (Good Cause Granted), refer the participant back to the JOS/Worker by posting Action Code **10FH**, and enter detailed case notes in New York City Work, Accountability and You (NYCWAY). The AJOS/Supervisor I will forward all verifying documentation submitted by the participant to the appropriate JOS/Worker for corrective action to be taken.

In addition, if the adverse case action still shows on the “Pending” (**08**) screen in WMS, the AJOS/Supervisor I must prepare and submit a Fair Hearing/Case Update Data Entry Form ([LDSS-3722](#)), change the **02** to **01** if the case has been granted Aid to Continue (ATC), or prepare and submit a CA Recoupment Data Entry Form – WMS ([LDSS-3573](#)) to delete a recoupment. The AJOS/Supervisor I must complete a Conference Report ([M-186a](#)).

If the participant fails to show good cause for the infraction or if it is determined that the Agency’s action(s) should stand, the AJOS/Supervisor I will explain to the participant why he/she cannot SIC. The AJOS/Supervisor I must complete an **M-186a** form.

Should the participant elect to continue his/her appeal by requesting a Fair Hearing or proceeding to a hearing already requested, the FH&C AJOS/Supervisor I is responsible for ensuring that further appeal is properly controlled and that appropriate follow-up action is taken in all phases of the Fair Hearing process.

Evidence Packets

All Evidence Packets must contain a detailed history (e.g., copies of POS “Case Comments” and/or NYCWAY “Case Notes”), copies of relevant WMS screen printouts, notices, and other documentation relevant to the action taken.


REFERENCE

[06-INF-25](#)

RELATED ITEMS

[PB #09-131-OPE](#)
[PB #09-128-OPE](#)
[PD #08-43-ELI](#)

ATTACHMENTS

 Please use Print on Demand to obtain copies of forms.

W-145TT	Determination of Eligibility for Emergency Assistance to Needy Families (EAF) (Rev. 11/18/08)
W-147F	Shelter Arrears Repayment Agreement Worksheet (12/8/09)
W-147H	Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (Rev. 3/15/10)
W-147H (S)	Emergency Safety Net Assistance (ESNA) Shelter Arrears Repayment Agreement (Spanish) (Rev. 3/15/10)
W-147KK	Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears (Rev. 3/15/10)
W-147KK (S)	Emergency Assistance to Needy Families (EAF) Agreement to Repay Excess Shelter Arrears (Spanish) (Rev. 3/15/10)
W-147PP	Information about Repaying The Department of Social Services for Rental Arrears (12/8/09)
W-147PP (S)	Information about Repaying The Department of Social Services for Rental Arrears (Spanish) (12/8/09)
W-153P	Rental Assistance Unit (RAU) Case Documentation Transmittal (Rev. 12/3/09)

Determination of Eligibility for Emergency Assistance to Needy Families (EAF)

Case Name:	Case Composition:
Case Number/Suffix:	
Caseload:	
Center:	
Type of Emergency:	
Cause of Emergency:	

As set forth in 18 NYCRR § 372.1 and 97 ADM-20, EAF may be authorized more than once in any 12 consecutive months as long as the eligibility criteria are met.

I. This Crisis Situation is Due to the Following Circumstance(s):

<input type="checkbox"/> Fire or other disaster	<input type="checkbox"/> Utility shutoff/termination
<input type="checkbox"/> Asked to leave shared apartment by relative or friend who is primary tenant	<input type="checkbox"/> Eviction by landlord for reasons other than nonpayment of rent (specify): _____
<input type="checkbox"/> Emergency medical expenses required all available recourses to be diverted from rent	<input type="checkbox"/> Eviction by landlord due to nonpayment of rent as part of a complex set of problems, which constitutes an emergency for the family
<input type="checkbox"/> Sudden loss of employment due to layoff or other reason not brought about by voluntary quit	<input type="checkbox"/> Victim of domestic violence (adult and or child)
<input type="checkbox"/> Landlord refused late or partial rent payment	<input type="checkbox"/> Other (specify): _____

II. EAF Eligibility Determination Checklist:

In order to determine participant's eligibility for EAF, respond to each of the following items:

1. Is there at least one child under the age of 18, or age 18 and attending full-time secondary school, who is currently residing with an adult caretaker who is related by blood, marriage or adoption? Yes No

* The term "caretaker who is related by blood, marriage or adoption" shall include the following:

- (1) the child's father, mother, brother, sister, grandfather, great-grandfather, great-great-grandfather, grandmother, great-grandmother, great-great-grandmother, uncle, great-uncle, great-great-uncle, aunt, great-aunt, great-great aunt, of whole or half blood;
- (2) the child's first cousin, nephew and niece, of whole or half blood;
- (3) the child's stepfather, stepmother, stepbrother, stepsister, but no other step relative;
- (4) in the case of a child who has been surrendered to an authorized agency or who has been adopted:
 - (i) any of the blood or step relatives included in the preceding paragraphs of this subdivision; and
 - (ii) the child's adoptive parents and:
 - (a) the other children of the adoptive parents and the children of such children;
 - (b) the parents, grandparents and great-grandparents of the adoptive parents;
 - (c) the brothers and sisters of the adoptive parents and the children of such brothers and sisters; and
 - (d) the aunts, uncles, great-aunts and great uncles of the adoptive parents.

- (5) the spouse of any person described in the preceding paragraphs, even though the marriage may have been terminated by death, divorce or annulment; and
- (6) in the case of a child born out of wedlock, any relative in the maternal line included in the preceding paragraphs of this subdivision and, if paternity has been adjudicated or acknowledged in writing, any relative in the maternal and paternal lines included in the preceding paragraphs.

- 2. Is there a woman of any age with a medically verified pregnancy?
If you checked "Yes" to either question 1 or 2 above, proceed. If not, the case is ineligible for EAF. Yes No
- 3. Does the family have resources to meet their needs or available income at or above 200% of the most recently published Federal poverty guidelines, as transmitted by the State Office of Temporary and Disability Assistance, on the date of application for the family size? (See **EXP-76D**) Yes No
- 4. Did the emergency arise because an employable child or relative refused without good cause to accept employment or participate in work activities or community services? Yes No
- 5. Will the emergency grant being applied for duplicate or replace a Cash Assistance grant already made under **18 NYCRR § 352.2(a)(b)(c)? (See **W-203K**)
(Do not answer "Yes" if the duplication will replace lost or stolen Cash Assistance.) Yes No

** Each social services district shall utilize the applicable schedules of monthly grants and allowances as found in subdivision (d) of Section 352.2 to provide for all items of need, exclusive of:

- (1) shelter;
- (2) fuel for heating;
- (3) additional cost of meals for persons who are unable to prepare meals at home;
- (4) purchase of necessary and essential furniture required for the establishment of a home;
- (5) replacement of necessary and essential furniture for persons in need of Cash Assistance who have suffered the loss of such items as the result of fire, flood or other like catastrophe;
- (6) essential repairs of heating equipment, cooking stoves and refrigerators;
- (7) allowances for occupational training.

If you checked "No" to questions 3,4, and 5, proceed.
If you checked "Yes" to any of questions 3,4, and 5, the applicant is ineligible for EAF.

- 6. Is the necessary payment a diversion payment or a utility emergency payment? Yes No
If you checked "Yes" to Number 6, **Stop** – EAF eligible.
If you checked "No" to Number 6, go to Number 7.
- 7. Is the emergency the result of a sudden occurrence or situation, unforeseen and beyond the individual's control? Yes No
If you checked "Yes" to Number 7, **Stop** – EAF eligible.
If you checked "No" to Number 7, ineligible for EAF.

III. Is This Case Eligible for EAF? Yes No

In accordance with 18 NYCRR § 372.4(d), services which can be determined as necessary to cope with the emergency situation include counseling, securing family shelter, if available, and any other services which meet needs attributable to the emergency situation.

JOS/Worker Signature	Date
Supervisor Signature	Date

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 2009 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)	\$1,128	\$1,518	\$1,907	\$2,297	\$2,686	\$3,076	\$3,466	\$3,855	\$4,245	\$4,635	\$390

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

Authorized by

Date

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

For Office Use Only

Routing instructions:

**Original and duplicate via interoffice mail
by close of business on Fridays to:**

Investigation, Revenue and Enforcement Administration
Division of Claims & Collections
Director's Office
250 Church Street
5th Floor
New York, NY 10013

Did you remember to:

- enter the 12 monthly installment payment amount?
- obtain the applicant's signature?

**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.

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Director's Office
250 Church Street
5th Floor
New York, NY 10013

Did you remember to:

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- obtain the applicant's signature?

**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

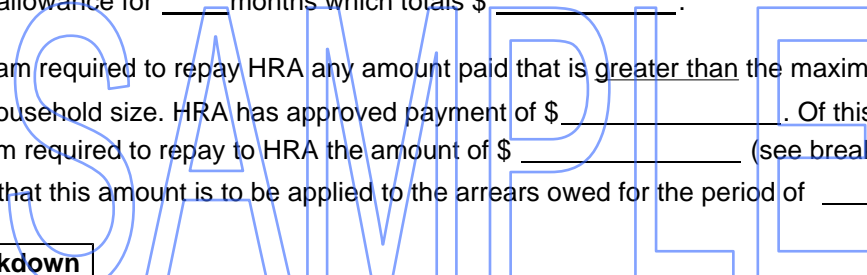
Date: _____
Case Number: _____
Case Name: _____
Center Name: _____

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.



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.

For Office Use Only

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Division of Claims & Collections
Director's Office
250 Church Street
5th Floor
New York, NY 10013

Did you remember to obtain the applicant's signature?

**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

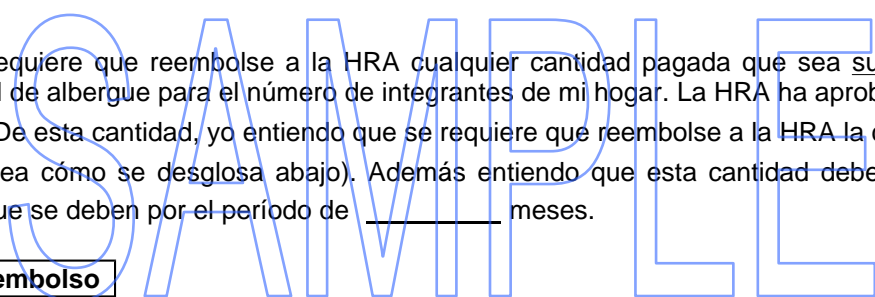
Fecha: _____
Número del Caso: _____
Nombre del Caso: _____
Nombre del Centro: _____

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	\$ <input type="text"/>
Menos el total de la máxima concesión de albergue para el número _____ de integrantes del hogar por _____ meses.....	- \$ <input type="text"/>
Cantidad total que se reembolsa a la HRA	\$ <input type="text"/>

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.

For Office Use Only

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Division of Claims & Collections
Director's Office
250 Church Street
5th Floor
New York, NY 10013

Did you remember to obtain the applicant's signature?

**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 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 del 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. Dígale 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: _____
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: _____