

Homeless Intervention Program (HIP)

Operations Manual – Fiscal Year 2008



**Department of Housing and
Community Development**

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BACKGROUND

Homeless Intervention Program (HIP) grants are awarded by the Virginia Department of Housing and Community Development (DHCD) to nonprofit and local government service providers. HIP grants are comprised of both state and federal funds. Approximately 88 percent of the HIP award is state funds and approximately 12 percent is federal funds. DHCD provides the state portion of the award through allocations from the State General Fund. The federal portion of HIP is TANF (Temporary Assistance to Needy Families) funds which originate at the United States Department of Health and Human Services and are provided to the Virginia Department of Social Services (DSS). In turn, DSS allots a portion to DHCD to administer and distribute as a part of the HIP program.

PROGRAM YEAR

Fiscal Year 2008 begins on July 1, 2007 and ends on June 30, 2008.

PROGRAM INTENT

The purpose of the Homeless Intervention Program (HIP) is to provide temporary rental or mortgage assistance and supportive services related to housing and financial literacy issues, to individuals and families experiencing a financial crisis due to unforeseen circumstances. Individuals and families residing in homeless shelters are also eligible for the program if their stay there is due to unforeseen circumstances. Unforeseen circumstances may include, but are not limited to: unexpected job loss, illness or injury, loss of income, or structural damage to housing due to fire or other natural disaster.

The goal of HIP is to prevent homelessness by assisting individuals and families in maintaining permanent housing through financial assistance and education related to housing and financial literacy.

The Department of Housing and Community Development (DHCD) provides funding to local government or nonprofit agencies to ensure that HIP assistance and services are available to citizens in every jurisdiction in Virginia.

ELIGIBLE USE OF FUNDS

The **state portion of HIP funds** is to be available to provide short-term rental, mortgage and/or security deposit assistance to individuals and families within 80 percent of the area median income as published by the U.S. Dept. of Housing and Urban Development. Local HIP providers may set modified individual income guidelines for those clients served with state funds through their agency that fall within this parameter. These parameters must be outlined through policy and available upon request.

HIP state funds can be used for a maximum of nine months of assistance per client. However, HIP sites are encouraged to set individual limits for clients based on need and circumstance. Sites are expected to outline the intended assistance level upon a client's initial intake.

State HIP grant funds may also be used to pay the salary and benefits for a certified housing counselor. At a minimum, HIP housing counselors must possess a bachelor's degree in a human services or related field or an associate's degree in a related field and have at least two years of related work experience. An exception must be obtained from DHCD if a housing counselor was employed prior to the start of FY 06 and does not meet this minimum requirement.

Five percent of the **state portion of the HIP award** may be used for administrative costs associated with local HIP programs (including, but not limited to: office supplies, phone, internet, staff supervision).

The **TANF portion of HIP grant funds** is to be available to provide short-term rental, and/or security deposit assistance to families with children at or below **200 percent of the federal poverty guidelines**. These funds **may not be used for mortgage assistance**. TANF funds may only be used for a **maximum of four months** of assistance per client, state funds can be used to supplement TANF funds if additional support is required.

GENERAL EXPECTATIONS

1. The original Fiscal Year 2008 Grant Agreement must be signed and returned to DHCD by August 15, 2007. Payment will not be released until the signed agreement is received.
2. DHCD retains the right to redistribute HIP funds (both state and TANF allocations) if it appears the funds are not being spent at an acceptable rate. DHCD staff will communicate with the grantee if it appears the funds are not being expended properly.

DISBURSEMENT OF FUNDS

State General Fund Allocation:

- 33.3 percent (estimated to be four months of expenditures) of the state allocation of the HIP award will be released upon DHCD's receipt of the initial allocation form, budget, signed grant agreement and FY 07 HIP close out form.
- Requests for Reimbursements must be submitted on an every other month basis in accordance with the following schedule:
 - September 10, 2007 for expenditure period July 1, 2007 - August 31, 2007
 - November 10, 2007 for expenditure period September 1, 2007 - October 31, 2007

- January 10, 2008 for expenditure period November 1, 2007 - December 31, 2007
- March 10, 2008 for expenditure period January 1, 2008 - February 29, 2008
- **March 10, 2008 for projected expenditures March 1, 2008 - June 30, 2008***

**This projection should be based on the 33 percent initial allocation*

TANF Allocation:

- TANF funds are available on a reimbursement basis only.
- Requests for Reimbursements must be submitted on an every other month basis on the following schedule:
 - September 10, 2007 for expenditure period July 1, 2007 - August 31, 2007
 - November 10, 2007 for expenditure period September 1, 2007 - October 31, 2007
 - January 10, 2008 for expenditure period November 1, 2007 - December 31, 2007
 - March 10, 2008 for expenditure period January 1, 2008 - February 29, 2008
 - May 10, 2008 for expenditure period March 1, 2008 - April 30, 2008 **

****All TANF funds must be spent by April 30, 2008!!**

State General Fund and TANF Allocations:

- HIP Requests for Reimbursements must be completed on the excel forms provided electronically by DHCD. State and TANF funds must be requested on the same form for expenditure period. Once complete, the form should be printed, signed and mailed to:

Program Analyst
 Homeless and Special Needs Housing Unit
 Department of Housing and Community Development
 501 North Second Street
 Richmond, VA 23219-1312

FAXES WILL NOT BE ACCEPTED. ALL REQUESTS FOR REIMBURSEMENTS MUST BE COMPLETED IN EXCEL, SIGNED AND MAILED (TO BE POST MARKED BY THE DATES INDICATED ABOVE)

DHCD recommends receiving funds via electronic transfer. To establish an account go to the Virginia Department of Accounts web site (<http://www.doa.state.va.us/>) and select EDI (Electronic Data Interchange) from the menu of options on the left hand side of the page.

REPORTING

Statistical reports are due on a quarterly basis. The reports must be submitted electronically to
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 August, 2007-revised January, 2008

HSNH@dhcd.virginia.gov in accordance with the following schedule:

<u>Time Period</u>	<u>Due Date***</u>
July 1, 2007 - September 30, 2007	October 10, 2007
October 1, 2007 – December 31, 2007	January 10, 2008
January 1, 2008 – March 31, 2008	April 10, 2008
April 1, 2008 – June 30, 2008	July 10, 2008

******Each report, including that for the last quarter, should be based only on services provided for the quarter.***

CONTACT INFORMATION

Agencies receiving HIP grant funds are expected to work directly with the Program Administrator assigned to work with their region. For information related to regional assignments, contact the Program Manager for the Homeless and Special Needs Housing Unit at (804) 371-7113.

COMMUNICATIONS

DHCD uses E-mail as the primary method of mass communication with grantees. It is incumbent upon grantees to notify DHCD of any changes in E-mail addresses. Further, it is the responsibility of the grantee to insure firewalls are configured to allow DHCD group messages to be received.

MONITORING

DHCD staff will monitor the use of HIP funds through a thorough review of reports and back-up documentation submitted. In addition, DHCD staff may conduct on site reviews of administrative, financial and programmatic components. On site monitoring will be scheduled in advance. Organizations that receive other DHCD homeless services grant funds, the On-site HIP monitoring may be conducted in conjunction with monitoring for other DHCD homeless services grant funds (State Shelter Grant, Emergency Shelter Grant, Child Services Coordinator Grant, Child Care for Homeless Children Program) for organizations that receive other DHCD homeless services grant funds.

PROGRAM STANDARDS

A. Marketing

A1	<p>Local Administrators (LA) must develop, implement and maintain a Marketing Plan to ensure that all appropriate community agencies, service groups and organizations within the contracted service area are aware of HIP services and how to make appropriate referrals.</p> <ul style="list-style-type: none"> • <i>At a minimum, the LA must develop and maintain working relationships with each appropriate emergency assistance and public social service agency in their service area. It is important that all local human service agencies and other appropriate organizations be informed and updated about HIP so they can make appropriate referrals.</i> • <i>The LA will prepare, distribute and make available easy to read and understand basic information about HIP, i.e., who is eligible for services, the expectations of applicants, time frames, etc. This may be done through formal or informal community networking, the development and distribution of brochures or newsletters or through presentations to community groups and organizations.</i> • <i>The LA is expected to ensure that information related to housing counseling and financial literacy is available through HIP</i>
A2	<p>Each LA must be an active, contributing member of any local Continuum of Care planning efforts.</p> <p><i>LA's or agency representatives must be active contributing members of any local continuum of care planning efforts.. HIP is an important component of the service continuum. LA's should stress the importance of prevention and early intervention services and attempt to maximize the use of available community resources and leveraging opportunities.</i></p> <p><i>The term active will be defined by each respective CoC. Generally speaking "active" means that a member is present at the majority of CoC meetings, participates on committees, assists with writing the application if asked, etc.</i></p>

B. Referrals and Screening

B1	<p>The LA will ensure that any applicant , upon request, receives necessary program information.</p>
B2	<p>The LA will develop and make available documents (brochures, information sheets, etc.) that will provide the potential applicant with basic information about:</p> <ul style="list-style-type: none"> o HIP in an easy to understand manner; o The specific criteria for admission into the program; o The documents and verifications that will be necessary for staff to make a determination o Client responsibilities and expectations
B3	<p>The LA will ensure that no applicant is discriminated against because of race, religion, sex, or national origin</p>
B4	<p>The LA will ensure that applicants have access to the program five days per week during normal business hours, excluding state or city/county holidays, and will ensure emergencies are handled expeditiously and all applicants are treated equitably and with sensitivity</p>

B5	The LA will ensure that any agency staff person who is assigned to communicate with applicants or professionals about HIP are sufficiently trained to answer basic questions about the program,
B6	<p>The LA will ensure there are formal procedures that are consistently utilized to <u>screen</u> all applicants for eligibility.</p> <p>The screening process shall be a simple and easy way for both the applicant and the Housing Counselor to determine if the applicant meets the minimum criteria for acceptance into the program.</p> <p>The screening process cannot be designed to substitute for the application process, denying the applicant the opportunity to appeal a final decision.</p>
B7	<p>The LA will ensure that no eligible applicant is denied permission to complete an application.</p> <p>However there may be limits on the number of times an applicant may apply to HIP within a defined time period. The limits, time frames and the re-application criteria are to be determined by the LA (and approved by DHCD) and are to be clearly stated in appropriate HIP documents and made available to applicants who have been denied acceptance into the program.</p>
B8	The LA will make available a listing of all other relevant community resources.
B9	The LA will advocate and assist the applicant in locating and accessing community resources if they are denied financial assistance and/or other services are needed, when appropriate.
B10	The LA will communicate availability of funds to eligible applicants.
B11	<p>The LA will ensure that each applicant is aware that HIP assistance is intended to be a one-time, time-limited, opportunity and that it is prohibited for a household or individual to receive HIP assistance more than once.</p> <p>However, in an exceptional situation, LAs have the option of submitting a formal request to their DHCD Program Administrator for a waiver to the once in a lifetime policy. The following criteria must have been met for the applicants to be considered for HIP assistance a second time.</p> <ul style="list-style-type: none"> ○ It has been at least 36 months since the last time the individual or household has received assistance. ○ The client must have successfully completed the program the first time. Specifically they must have worked satisfactorily toward attaining the goals in their self-sufficiency plan, they must have paid back any loans on time, demonstrated a cooperative attitude, etc. ○ The same eligibility criteria must be used to determine if an applicant is eligible. <p>The DHCD Program Administrator must support a decision to provide assistance a second time. Documentation should be in client file.</p>

B12	The LA will ensure that if a client moves from one HIP jurisdiction to another, the respective LAs will work collaboratively on issues related to the case.
B13	The approved “Admissions Process” is found on Appendix A. Any significant deviations from this process must be approved by DHCD.

Key Points

• *The intent is to be as sensitive as is possible to the needs of the applicant and to assist each applicant to the greatest extent possible regardless of monetary eligibility. Ideally, the Housing Counselor will be able to assist ineligible applicants directly, but if this is not possible, a knowledgeable and professionally trained staff person should be available to provide support and referrals to other community resources.*

• *As stated, HIP monetary assistance is intended to be a one-time opportunity with a defined time limit. However, the program does allow for housing counseling and/or financial literacy services to be available to individuals who do not qualify for financial support for an unlimited period of time. LAs are expected to make these services a component of the monetary awards provided to clients.*

¹ The term applicant will be used throughout this document to identify any individual or family who is or has applied to be accepted into the HIP but has not yet been approved to receive services.

C. Eligibility Criteria

In order to be eligible for HIP, applicants must meet the following criteria.

C1	They must be in a temporary financial crisis due to unforeseen circumstances. <u>The current financial crisis must not be part of an on going situation.</u> Examples of unforeseen circumstances include, but are not limited to: <ul style="list-style-type: none"> • A serious accident • A serious illness • A job lay off or reduction • Unexpected termination from employment • A delay in approved benefits • Loss of day care or transportation for employment
C2	Clients must be in imminent danger of losing their house or apartment.
C3	Applicants who are homeless or a victim of domestic violence may be eligible for the program if they: <ul style="list-style-type: none"> • have demonstrated the capacity and willingness to be fully self-sufficient • are prepared to meet the challenges of self-sufficiency presenting evidence of employment or participation in job skills or training programs • are living in a shelter, or are “doubled-up” • are recommended by a shelter/TH administrator or the client’s case manager.

C4	They must not have an “untreated” serious emotional, mental, behavioral or substance abuse disorder which seriously limits or precludes their ability to become self-sufficient
C5	They must have liquidated their personal financial assets and utilized other available sources of assistance. <i>For example, some applicants have owned property, other than their home, and have refused to sell the property. If the income from the sale of their other real estate would resolve their financial crisis, then they would be expected to sell the property. They would not be eligible for HIP assistance.</i>
C6	They must be within the maximum income limits set for HIP funding sources. (For TANF funds, families with children at or below 200 percent of federal poverty guidelines, as set by HHS. For state funds, 80 percent of the area median income as set by HUD guidelines)
C7	They must not have previously received HIP assistance from this LA or any other LA in Virginia. This includes co-applicants or other adults who lived in the household that has previously received HIP assistance. (See B11 for exceptions to this rule)
C8	They must be willing to fulfill the expectations of HIP.
C9	Applicants who are experiencing serious legal difficulties that could result in a jail or prison sentence are considered a high risk and must be considered on a “case by case” basis. The LA’s DHCD Program Administrator must be consulted in these cases before a determination is made.

Key Points

- *HIP is intended to be a homeless prevention and early intervention program. Sites are encouraged to set policy related to prevention i.e. consider self-sufficiency indicators (employment history, housing history, credit history) in reviewing applications. The focus of HIP is housing. Consideration should be given to the “temporary” nature of the client’s situation as it relates to housing.*
- *Applicants must demonstrate a commitment to work with the HIP staff and adhere to the program guidelines and expectations. Sites are expected to offer housing counseling and/or financial literacy services that are reasonably conducive to the client’s schedules in the form of group sessions and individual one-on-one meetings. Clients receiving monetary support are expected to participate in these services. Policy, expectations, meeting appointments, class schedules and individual service plans must be in writing and available upon request.*
- *When calculating an applicants income, the current gross income (earned and unearned) of all household members 18 years of age and older must be counted. The total household income cannot exceed the set income guidelines. If no member of the household is working at the time of application, and there is no form of benefit income, the household income is zero.*
- *LAs must verify the temporary nature of the financial crisis. Statements from physicians, employers, the Virginia Employment Commission, the Social Security Administration,*

Departments of Social Services and other third party sources are required.

D. Determining Eligibility

D1	<p>LA must use the forms provided by DHCD that are listed below:</p> <ul style="list-style-type: none">○ Application Form○ HIP Eligibility Evaluation Form○ Current Month Budget Form <p>After an applicant submits a formal application, the housing counselor may not make unilateral decisions regarding eligibility. Eligibility determinations will be performed by a committee upon review and discussion of an application for HIP financial assistance. In the case of an emergency, a minimum of two members of the committee may determine eligibility.</p> <p>There must be written documentation of the committee’s decision in each case file and signed by the committee members.</p>
D2	<p>Required Verifications</p> <p>The following are ways in which an applicant’s claims and statements can be verified.</p> <p><u>For Renters:</u> A copy of an unlawful detainer or a Pay or Quit Notice is required. Evidence of the monthly rental or lease payment and the amount that is in arrears is also required .</p> <p><u>For Homeowners:</u> A notice from the mortgagor stating the homeowner is at least 30 or 60 days behind in their mortgage payment is required. In addition, there must be clear evidence of the scheduled monthly mortgage payment and the total amount of mortgage payments in arrears.</p> <p><u>For people who are homeless or victims of domestic violence residing in a shelter or in some other form of temporary housing:</u></p> <ul style="list-style-type: none">○ If the applicant is living in a homeless facility or a domestic violence shelter, phone or written contact with the shelter is required.○ If the applicant is staying with relatives or friends, a written statement from the relatives or friends is required. These applicants may only be considered as applicants if they are putting the friend/relative at risk of losing their housing or the conditions are not appropriate for the number of persons residing in the residence.○ If the applicant is living “on the street” without housing, but has chosen not to become involved with any area homeless programs, they are not eligible.○ Applicants residing in a state-run programs/institutions are not eligible.○ The need for and amount of security deposit(s) rental assistance must be verified

	<p>with a written statement from the landlord or utility company.</p> <ul style="list-style-type: none"> ○ Documentation of unforeseen circumstance should be made available when applicable. For example, in the case of an accident or illness, a physician’s statement describing the accident or illness and the length of time the patient will be incapacitated would be appropriate.
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E. Income Limits

E1	Applicants must be within the maximum income limits set for HIP funding sources. (For TANF funds, families with children at or below 200 percent of federal poverty guidelines, as set by HHS. For state funds, 80 percent of the area median income as set by HUD guidelines)
E2	Income must be verified by such means as copies of pay stubs, statements from employers or other reliable sources, income tax statements, etc. <ul style="list-style-type: none"> • If no income was received during the crisis period, the applicant’s statement can be accepted unless there is reason to doubt the accuracy of the statement.
E3	In determining income, the current monthly gross income (earned and unearned) of all household members 18 and over will be counted and cannot exceed the HUD 80 percent income limit. <ul style="list-style-type: none"> • If a household member just started working, convert the weekly income to monthly income to determine eligibility. • If no household member is working at the time of the application, and there is no type of benefit income, (i.e., SSDI or other) the household income is zero. • If the applicant is self-employed, use adjusted gross income from the latest tax return as the gross income.

F. Personal Resources

F1	The applicant must have exhausted their own personal resources and all other forms of assistance such as energy assistance, local funds, etc.
F2	Both liquid and non-liquid resources, such as cash, checking and savings account, TSAs, and real estate, personal possessions of all household members will be counted to determine eligibility.
F3	The total resources cannot exceed the amount needed to pay basic living expenses such as food, utility bills, loans or other necessities as determined by the applicant and the LA.

Key Points

- *LAs should communicate with other agencies or groups who provide similar services to develop a referral system and determine who will provide what assistance under what circumstances.*
- *LAs should become part of the local service network to verify other resources that the*

applicant has applied for are appropriate.

- *Agency records can be used to verify that assistance was not previously received from the agency. The applicant's statement can be accepted to verify that assistance was not previously received from other organizations.*
- *Applicants may present bank statements or other documents with zero balances for checking, savings or TSA accounts. The applicants statement can be accepted at the discretion of the LA.*
- *Applicants must have applied for all other reasonably accessible resources, such as energy assistance, local funds, etc.*
- *An applicant may present documents showing receipt of application for other types of assistance. The applicant's statement can be accepted at the discretion of the LA.*
- *Applicants' existing budgets should be considered. It should be clearly outlined in the LA's guidelines that adjustments in personal spending habits may have to be made in order to access HIP monetary services. Applicants cannot be accepted when they are still making payments on non-essential expenses (such as luxury cars, cable T.V., etc.). The LA must make a determination based on the applicant's situation, and what is deemed to be reasonable and appropriate expenses given the circumstances.*

G. Type and Amount of Assistance

There are three types of financial assistance: rental, mortgage and security deposit. A HIP recipient may receive both rental and security deposit assistance.

Housing counseling and/or financial literacy services may be made even if no financial assistance is offered. These services (to the degree deemed appropriate by LAs) should be a requirement of accessing financial assistance.

Rental Assistance:

G1	The maximum amount of rental assistance that can be approved is the client's monthly rent up to 150 percent of the Fair Market Rent.
G2	HIP state funds can be used for a maximum of nine months of rental assistance per client. However, HIP sites are encouraged to set individual limits for clients based on need and circumstance. Sites are expected to outline intended assistance level upon client's initial intake. TANF funds may only be used for a maximum of four months of assistance per client. State funds can be used to supplement TANF funds if additional support is appropriate.
G3	Payments for arrearages may be provided in a lump sum. Future payments depend on a recipient's compliance with her/his self-sufficiency plan and a monthly contact with the LA.
G4	All recipients of rental assistance must have a written lease agreement.
G5	All rental assistance is provided as a grant only.

G6	<p>Payments may be made to relatives who are landlords under the following conditions.</p> <ul style="list-style-type: none"> ○ A relative is defined for this purpose as: parents, grandparents, siblings, uncles, aunts, or any other individual or family member who served as a primary caregiver when the applicant was a minor child. ○ The relative must legitimately be in the apartment rental business, have two or more rental units and the units cannot be in the place of the residence of the landlord. ○ The client must sign the formal lease and be subject to the same eviction process as any other person/family renting from the landlord. <p>The LA can request a waiver to this policy for exceptional situations from their DHCD Program Administrator. This request must be made in writing and a copy included in the client file.</p>
G7	All payments must be made to a vendor and under no circumstances will payments be made directly to clients.
G8	Rental assistance and security deposit assistance applications must be processed within 15 working days from the receipt of all necessary documents and other information necessary to determine eligibility for HIP assistance. If the process unavoidably takes more than 15 days, then the reasons should be clearly documented in the client file.

Mortgage Assistance

G9	The maximum amount of mortgage assistance that can be provided is the clients monthly mortgage amount up to 150 percent of the Fair Market Rent
G9	HIP state funds can be used for a maximum of nine months of mortgage assistance per client. However, HIP sites are encouraged to set individual limits for clients based on need and circumstance. Sites are expected to outline intended assistance level upon client's initial intake. TANF funds cannot be used for mortgage assistance.
G10	Payments for arrearages may be provided in a lump sum. Future payments depend on a recipient's compliance with his/her self-sufficiency plan and monthly contact and the LA.
G11	HIP mortgage assistance is restricted to the recipient's primary residence and must be occupied by the recipient.
G12	Mortgage assistance <u>may be</u> provided in the form of a no interest loan that may be deferred for a period of time. The set period should be defined by the LA and must be made available upon request.
G13	<p>HIP funds used to provide loans to prevent foreclosure on mortgaged property must be secured by a lien on the property if the total amount of HIP funds obligated exceeds \$2,500.</p> <p><i>The debt must be recorded with the Clerk of the Court in the jurisdiction where the property is located. Recording fees may be charged to program costs, but should be separate from the program recipient's assistance.</i></p>
G14	Funds used to provide loans to prevent foreclosure on mortgage property where the total amount of obligated funds is \$2,500 or less may be secured with a formal signed

agreement and a promissory note. LAs may place a lien on properties for mortgage loans of \$2,500 or less if they choose as long as the policy is in writing, consistently applied and the client is informed during the application process.

G15	Loans are provided at a zero percent interest rate and payment schedules are set according to a client's ability to repay.
G16	LAs cannot use "debt set-off" or garnish wages to recapture loan funds.
G17	<p>Loan documents must be executed and the deed of trust recorded with the court in the jurisdiction where the property is located.</p> <p><i>This allows the LA to secure up to the maximum amount permitted. The actual debt however is the total of all funds disbursed during the period of financial assistance.</i></p>
G18	<p>The following documents are part of the HIP mortgage loan closing</p> <ul style="list-style-type: none"> • Agreement • Promissory Note • Good Faith Estimated of Settlement Charges • Settlement Agreement • Notice of Right to Cancel • Acknowledgement of Receipt of ECOA, RESPA and TILA notices and disclosures • Truth in Lending Disclosures • Deed of Trust or Credit Line deed of Trust • Borrower's Certification Re: Rescission <p>Copies of the required documents are found as an attachment to this manual.</p>
G19	Manufactured housing units (mobile homes) are considered personal property. HIP loans for payments on these units are secured with an Agreement and a Promissory Note, regardless of the dollar amount of HIP funds obligated.
G20	<p>Because these are secured loans, the LA should verify that the applicant is the sole owner of the property. If there are additional owners who do not reside in the property, the LA should verify their willingness to sign the Note and Deed of Trust.</p> <p>If signatures of all owners cannot be obtained, the LA must obtain permission from DHCD to proceed with an unsecured note.</p>
G21	Mortgage assistance applications must be processed within 30 working days from the receipt of all necessary documents and other information necessary to determine eligibility for HIP assistance.

Security Deposits

G22	The maximum amount of security deposit assistance that can be provided is the amount of the rent deposit, utility deposit and the key deposit (any one or a combination) that is needed to secure permanent housing, providing the total security deposit assistance
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	does not exceed 150 percent of the Fair Market Rent.
G23	<p>Security deposits are provided in the form of a grant.</p> <ul style="list-style-type: none"> ○ LAs may encourage the repayment of security assistance, but may not require repayment as a condition for receiving HIP assistance. ○ If repayment of rental assistance is encouraged, it must be encouraged for all clients who receive this type of assistance

Key Points

- *Security deposit assistance given to homeless applicants or to those currently in an unacceptable living situation may be combined with rental assistance as long as the total amount of either rental or security deposit assistance does not exceed 150 percent of the Fair Market Rent.*
- *The costs of credit reports may be included as part of HIP financial assistance. Application fees for apartments cannot be paid with any type of HIP assistance.*

H Self Sufficiency Plan

H1	<p>Once an applicant has been determined eligible, the housing counselor must complete the Self-Sufficiency Short Terms Goals Form with the active participation of each client.</p> <p><i>This is a negotiated process and it is important to encourage clients to set goals and be held accountable. This form is a monthly compilation of needs and services provided to all family members in a recipient case and is an integral part of the housing counseling component of the program.</i></p> <p><i>Housing counselors are to determine, to the best of their ability, the realistic length of time it will take to assist a recipient to become self-sufficient.</i></p>
H2	<p>LAs should not obligate HIP assistance on a month to month basis, but should obligate the total amount of funds needed, up to the program limits, to assist the client to become self sufficient.</p>
H3	<p>Each month the housing counselor, together with the client, must review the recipient's self-sufficiency plan and financial status prior to releasing funds for the next month's rent or mortgage payment.</p>
H4	<p>Clients who are not cooperating with staff and not complying with the Self-Sufficiency plan should be closed out of the program.</p> <p><i>Prior to closing out a case reasonable attempts must be made to notify the client. If there is continued non-compliance then the clients must be notified in writing that their case has been closed out they and are no longer eligible for HIP financial assistance.</i></p> <p><i>Self-sufficiency plans can be modified with mutual consent of both the LA and the client.</i></p>

I Appeals Procedure

I1	There must be a multi-level formal appeals procedure for HIP.
I2	<p>All applicants who are denied HIP assistance must be informed in writing of why they were denied service and their right to appeal and the process by which they may appeal.</p> <p><i>An appeal is not appropriate until a complete application for HIP assistance has been submitted, reviewed and denied.</i></p> <p><i>If an applicant has completed a preliminary intake and submitted an application for HIP assistance, there is no denial of HIP assistance until a team or committee has reviewed the application and denied assistance.</i></p>
I3	Individuals who have taken part in the eligibility decision cannot be responsible for making a final determination.
I4	DHCD Program Administrators are not to be considered as a part of the appeals process. Every effort should be made to allow applicants to speak to a senior agency administrator.

PROGRAM ADMINISTRATION

J Staffing

J1	The LA will insure that no HIP employee is discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment.
J2	At a minimum, the equivalent of at least one full-time housing counselor must be provided for HIP for a twelve month time period.
J3	<p>There must be a written job description for the primary HIP Housing Counselor(s). This job description will clearly state:</p> <ul style="list-style-type: none"> o Job responsibilities and expectations o The requirement to become a certified Housing Counselor o The minimum requirement of a Bachelor's degree, preferably in a human service field and/or comparable work related experience.

Key Points

- *Each housing counselor is required to attend training programs sponsored by DHCD in housing counseling techniques and procedures when such training is offered.*
- *Other key staff are required to effectively administer HIP such as a program*

coordinator, an account clerk, and at least one support staff. These staff may not need to devote full-time to HIP, but should be available as needed and appropriate.

- *Housing counselors are not expected to provide other forms of supportive counseling services, i.e., family counseling, mental health counseling, etc. When it is clearly evident that these services are needed, housing counselors are expected to make the appropriate referrals.*

K Payments

K1	<p>All assistance will be paid to vendors (landlords, financial assistance, utility companies) on behalf of HIP recipients.</p> <p><i>No assistance will be paid directly to HIP recipients.</i></p>
K2	<p>A Vendor Authorization of Payment form must be signed by the landlord or mortgage company before payment of arrearages, late fees, current rent or mortgage payments and/or security deposits.</p> <p><i>Landlords must agree not to evict the tenant for nonpayment or late payment of rent for the period of time for which the payment is being made. Landlords who are receiving a deposit must agree to accept the tenant and execute a lease and return the balance of any security deposit plus accrued interest to the LA.</i></p>
K3	<p>All arrearages may be paid in one lump sum, but all future rental and mortgage payments may only be paid one month at a time, with the next payment contingent on the HIP recipient's compliance with his/her self-sufficiency plan.</p>
K4	<p>When an applicant is determined eligible for any type of HIP financial assistance, the total amount for which the household is eligible should be considered obligated.</p> <p><i>For example, a client is eligible for four months in arrearages totaling \$400 and five months of future payments totaling \$500, \$900 should be considered obligated.</i></p> <p><i>If the client does not need the full amount of funds that were obligated the remaining funds may be de-obligated making the remaining funds available for other applicants or clients.</i></p>
K5	<p>LAs must establish a payment system that will track obligated funds and payments, will account for all programs funds and will generate accurate reports on a timely basis.</p>
K6	<p>HIP financial assistance cases must be closed within 90 days of the date of the final payment. Recipients should be notified in writing that no additional HIP financial assistance will be forthcoming.</p>
K7	<p>Rental and security deposit assistance applications must be processed within 15 working days from the receipt of all necessary documents and other information necessary to determine eligibility for HIP assistance.</p> <p>Mortgage assistance applications must be processed within 30 working days from</p>

	the receipt of all necessary documents.
--	---

Key points

- *LAs will request disbursements from DHCD on a schedule specified in the Grant Agreement.*
- *For agencies serving more than one jurisdiction, there is no required “set-aside” funding amount for any jurisdiction. Local HIP agencies may make a decision to budget funds based on land boundaries with the understanding that each jurisdiction is to be treated equitably.*

L. Collections

L1	The LA will develop and maintain a formal written procedure for collecting loans that will be made available to clients upon request.
L2	If at any contact point, a forbearance (agreement to temporarily discontinue payments) or altered payments schedule is agreed upon, it must be put in writing and signed by both parties.
L3	Loan money that is collected is to be retained by the LA and tracked separately from other program funds.
L4	The amounts of assistance provided using recaptured funds cannot exceed the aforementioned maximums for rent/mortgage or security deposit payments.
L5	Half of the collected funds may be used to cover administrative expenses, while the other half must be allocated to the provision of additional loans or grants.

Key Points

- *The LA may write off delinquent loans as soon as 60 days from the termination of services, provided the procedure is documented, and applied consistently to all clients.*
- *Foreclosure is not an option that will be pursued under the HIP program. The lien will remain in effect and the agency may receive full or partial repayment when the property is transferred.*

M Record Keeping and Reporting

M1	LAs must develop and maintain individual client files that must be secured to assure privacy and confidentiality. Sites are encouraged to develop unique identifiers for reporting purposes.
M2	Client files will contain: <ul style="list-style-type: none"> • The self-sufficiency plan • Documentation of contacts • Documentation of referrals to other sources • Records for all funds disbursements and collections of loan payments if applicable.
M3	Client files must be secured for five years after termination of services to the client or after a clean audit.
M4	LAs must maintain all records for funds disbursements and collections of loan payments if applicable. Financial statements including independent audits, as

	available, are submitted to DHCD on an annual basis. A separate set of accounts for tracking HIP funds is required.
M5	LAs must complete and submit the HIP reports as required in the Grant Agreement. Information on both TANF and non-TANF eligible clients will be reported. Failure to submit these reports in a timely manner may result in a delay in a financial disbursement or in extreme cases a change, suspension or termination of the Contract Agreement.
M6	All financial records must be maintained according to generally accepted accounting methods. DHCD will require the submission of the agency audit or audited financial statements for the years in which the program operates, which includes a separate set of accounts for tracking HIP funds.

Key Points

- *Each LA will be monitored according to a schedule set by DHCD. Monitoring will include programmatic, administrative and financial elements.*
- *LAs must use the forms provided by DHCD to determine eligibility or to administer financial assistance, such as Vendor Authorization and Mortgage Loan/Security Deposit Forms.*

N Deadlines

N1	HIP clients must be formally terminated (in writing) from the program within 90 days of the final payment.
N2	Rental assistance and security deposit assistance applications must be processed within 15 working days from the date of application.
N3	Mortgage assistance applications must be processed within 30 days from the date of application and required documents.
N4	LA's are expected to process all applications as quickly as possible

ATTACHMENTS

Homeless Intervention Program

Application Form

The Homeless Intervention Program (HIP) is a housing program designed to prevent homelessness for individuals or families who are in temporary financial crisis due to unavoidable circumstances. The current financial difficulties cannot be part of a chronic or long-term pattern you or your family have had managing personal finances. Individuals or families must also be able to demonstrate self-sufficiency prior to the time of application submission and be willing to do the work necessary to become fully self-sufficient again.

The HIP staff will use the information you provide here to determine if you are eligible to receive financial and counseling assistance. Please answer these questions to the best of your ability. Please do not hesitate to ask the staff if you need help completing this form.

General Information

Applicant	Co-Applicant
Name:	Name:
<u>Race</u> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian & White <input type="checkbox"/> Black/African American & White <input type="checkbox"/> American Indian/Alaska Native & Black/African American <input type="checkbox"/> Other Multi-Racial	<u>Race</u> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian & White <input type="checkbox"/> Black/African American & White <input type="checkbox"/> American Indian/Alaska Native & Black/African American <input type="checkbox"/> Other Multi-Racial
<u>Nationality</u> <input type="checkbox"/> Hispanic	<u>Nationality</u> <input type="checkbox"/> Hispanic
Age:	Age:
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
SSN:	SSN:
Phone number:	Phone number:
Marital Status:	Marital Status:
U.S. Veteran <input type="checkbox"/> yes <input type="checkbox"/> no	U.S. Veteran <input type="checkbox"/> yes <input type="checkbox"/> no

Address where you currently live

Street:		
City:	State	Zip Code

Current Mailing Address

Street or PO Box #:		
City:	State	Zip Code:

Current financial crisis

My/our financial crisis is the result of:

- A serious accident A serious illness A delay in receiving approved benefits
- An unexpected job lay off, reduction in hours or termination of employment
- An unexpected loss of day care or transportation Homelessness Other:

Please describe the nature of your crisis in detail. Please use other side if this page if additional space is needed:

Employment Information

Applicant	Co-Applicant
Employment Status: <input type="checkbox"/> Work Full Time <input type="checkbox"/> Laid Off <input type="checkbox"/> Work Part Time <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Other	Employment Status: <input type="checkbox"/> Work Full Time <input type="checkbox"/> Laid Off <input type="checkbox"/> Work Part Time <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Other
Income Annual: Monthly: Hourly: Hours worked per week:	Income Annual: Monthly: Hourly: Hours worked per week:
Income Source (List all) <input type="checkbox"/> Wages <input type="checkbox"/> Social Security <input type="checkbox"/> TANF <input type="checkbox"/> Unemployment Ins. <input type="checkbox"/> SSI <input type="checkbox"/> SSDI <input type="checkbox"/> Other, please describe:	Income Source (List all) <input type="checkbox"/> Wages <input type="checkbox"/> Social Security <input type="checkbox"/> TANF <input type="checkbox"/> Unemployment Ins. <input type="checkbox"/> SSI <input type="checkbox"/> SSDI <input type="checkbox"/> Other, please describe:
If you are laid off or unemployed, for how long? <input type="checkbox"/> 1- 4 Weeks <input type="checkbox"/> 5- 12 Weeks <input type="checkbox"/> 13 – 26 Weeks <input type="checkbox"/> 27 Weeks or more	If you are laid off or unemployed, for how long? <input type="checkbox"/> 1- 4 Weeks <input type="checkbox"/> 5- 12 Weeks <input type="checkbox"/> 13 – 26 Weeks <input type="checkbox"/> 27 Weeks or more

<p>If you are unemployed, describe your efforts to get another job:</p>	<p>If you are unemployed, describe your efforts to get another job:</p>
<p>List Employers for the Previous 3 Years</p> <p>Employer:</p> <p>Dates of Employment: _____ to _____</p> <p>Reason for leaving:</p> <p>Amount Earned:</p> <hr/> <p>Employer:</p> <p>Dates of Employment: _____ to _____</p> <p>Reason for Leaving</p> <p>Amount Earned:</p> <hr/> <p>Employer:</p> <p>Dates of Employment: _____ to _____</p> <p>Reason for Leaving</p> <p>Amount Earned:</p>	<p>List Employers for the Previous 3 Years</p> <p>Employer:</p> <p>Dates of Employment: _____ to _____</p> <p>Reason for leaving</p> <p>Amount Earned:</p> <hr/> <p>Employer:</p> <p>Dates of Employment: _____ to _____</p> <p>Reason for Leaving</p> <p>Amount Earned:</p> <hr/> <p>Employer:</p> <p>Dates of Employment: _____ to _____</p> <p>Reason for Leaving</p> <p>Amount Earned:</p>

<p>What is the highest school grade completed? 1 2 3 4 5 6 7 8 9 10 11 12</p> <p>Degree:</p> <p>College 1 2 3 4 5 6</p> <p>Degree:</p>	<p>What is the highest school grade completed? 1 2 3 4 5 6 7 8 9 10 11 12</p> <p>Degree:</p> <p>College 1 2 3 4 5 6</p> <p>Degree:</p>
<p>Are there any physical, mental, or other health conditions that limit the kind of work you can do?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe:</p>	<p>Are there any physical, mental, or other health conditions that limit the kind of work you can do?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe:</p>
<p>Are you currently receiving any disability Income: <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Have you ever been denied? <input type="checkbox"/> yes <input type="checkbox"/> no</p>	<p>Are you currently receiving any disability Income: <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Have you ever been denied? <input type="checkbox"/> yes <input type="checkbox"/> no</p>

Household Information

Other people living in the household

Name:	Age:	Monthly income:

Housing

What best describes your current housing arrangement:

- Own my house/trailer Rent my house/apartment/trailer
- Live with relative or friends and being asked to leave.
- Live in a shelter or transition living program for people who are homeless
- Live in a shelter for victims of domestic violence
- Homeless, live outdoors, in car, other.

Have you ever lost your housing before: yes no

If yes, please describe the date and the reasons:

Have you or another household member ever received HIP or other rental, mortgage and/or security deposit assistance from this agency or other agencies?

- yes no

If yes, please describe the date, the name of the agency and reasons:

Type of assistance needed

RENTAL	___ Number of months I am behind in my rent payments ___ Yes ___ No I have received a legal notice that I am going to be evicted. \$_____ The total amount I owe in back rent and late fees \$_____ The regular amount I pay in rent
MORTGAGE	___ Number of months I am behind in my mortgage payments ___ Yes ___ No I have received a legal notice that my home will be in foreclosure. \$_____ The total amount I owe in back mortgage and late fees \$_____ The regular mortgage payment
HOMELESS ASSISTANCE	\$ _____ Amount needed for deposits. (security and/or first month rent) \$ _____ Amount requested for rental assistance If currently living with friends or family members, describe why you must move out:

How did you learn about the Homeless Intervention Program: <input type="checkbox"/> Newspaper <input type="checkbox"/> A friend or family member <input type="checkbox"/> Other: _____ <input type="checkbox"/> Referred by:
--

If you choose to complete this application before having a meeting with staff, you do not need to sign the application until you fully understand the program guidelines and expectations.

Yes No I have been provided with information about the program and expectations.

Yes No I understand if I am accepted into for this program that I will be required to comply with the self-sufficiency plan I will help to create and that continued financial assistance is contingent upon my compliance with this plan.

Yes No If the financial assistance is given to me in the form of a loan, I understand I will be expected to repay the loan.

Yes No I agree that I will not ask for discharge of this loan in any bankruptcy proceeding without prior written approval from: _____

Yes No I understand that a credit report may be required.

Yes No I understand that if my personal and/or financial circumstances change significantly, I must contact the HIP staff as soon as possible.

Yes No I give the HIP staff permission to make the necessary contacts to verify my eligibility for participation in the program.

By signing this document I indicate that the information provided in this application is accurate, that I understand the requirements of the program and that I agree to cooperate with the Homeless Intervention Program staff. If I have willfully provided false information or choose not to cooperate with staff, I understand I will be terminated from the program immediately.

Applicant

Date

Co-Applicant

Date

HIP Staff Member

Date

Homeless Intervention Program

ELIGIBILITY EVALUATION

Client Name: _____

Determination: ___ approved ___ denied

Housing Eligibility (check only those that apply)

YES	NO	HIP Requirement
		The client has an Unlawful Retainer
		The client has a Pay or Quit Notice
		The client has a 30 Day Mortgage Notice
		The client has a 60 Day Mortgage Notice
		The client has housing within Fair Market Guidelines
		The client's condition of homelessness is verified
		The client's security deposit is verified
		Other:

Financial Eligibility (check only those that apply)

YES	NO	HIP Requirement
		The client has presented proof of their current income
		The total monthly income of the household is within guidelines

Resources (check only those that apply)

YES	NO	HIP Requirement
		ALL other available family and community resources have been exhausted
		The client has completed has completed the evaluation of their monthly income and expenses

Nature of the Unavoidable Financial Crisis (check only those that apply)

	A serious accident
	A serious illness
	A job layoff or reduction
	Unexpected termination from employment
	A delay in approved benefits
	Loss of day care or transportation for employment
	Homelessness
	Other: (describe)

HIP Housing Counselor

Date

Homeless Intervention Program

Income/Expense Statement

Clients Current Financial

Applicant

Income Source	Monthly Net Income
Wages/Salary	
Benefits	
Food Stamps	
Child Support	
Other	
Total Amount	

Co-Applicant

Income Source	Monthly Net Income
Wages/Salary	
Benefits	
Food Stamps	
Child Support	
Other	
Total Amount	

Other Household Members > 18 yrs.

Income Source	Monthly Net Income
Wages/Salary	
Benefits	
Food Stamps	
Child Support	
Other	
Total Amount	

Income/Expense Summary

Total Income	
Total Expenses	
Monthly difference	

Situation

Essential Monthly Living Expenses

Expense	Amount
Rent/mortgage	
Property Taxes	
Property Insurance	
Gas/Elec./Utility	
Water/Sewage/Garbage	
Telephone	
Groceries	
Work/school Expenses	
Health Insurance	
Prescriptions	
Health care other	
Car Payment (s)	
Gas/Vehicle Repairs	
Tolls/bus fare/parking	
Auto Insurance	
Taxes/Registration	
Child Day Care	
Alimony/Child Support	
Credit Card Loans	
Other Loans	
Other:	
TOTAL	

Discretionary Monthly Expenses

Beauty/Barber Shop	
Cable	
Entertainment	
General Recreation	
Clothing Purchases	
Laundry/Dry cleaning	
Pet Care	
Pager/Cell Phones	
Cigarettes/Alcohol	
Religious Organizations	
Gifts	
Other:	
TOTAL	

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
HOMELESS INTERVENTION PROGRAM

***ACKNOWLEDGMENT OF RECEIPT OF ECOA; RESPA AND TILA AND DISCLOSURES
(for HIP Mortgage Loan Assistance only)***

TO:

A. I/We acknowledge receipt of the notices and warnings contained herein:

1. **Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, age (provided the applicant has the capacity to enter into a binding contract), sex marital status, the fact that all or part of an applicants income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Gelman Building, 2120 L Street N. W., Washington, D. C. 20037.
2. **Warning:** No person may be required to designate a courtesy title, such as Mr., Ms., Mrs., or Miss.
3. **Notice:** When applying for a loan, you may use your birth given name, first and surname, of a birth given first name and a combined surname.
4. The federal government has requested that information regarding race, national origin, sex, marital status, and age of applicants for home loans in order to monitor compliance with federal antidiscrimination statutes which prohibit creditors from discriminating against applicants on these bases. The law provides that a lender may neither discriminate on the basis of this information, nor on whether or not it is furnished. Furnishing this information is optional.
5. **Notice:** The Federal Equal Credit Opportunity Act allows the creation of special purpose credit programs for economically disadvantaged persons. If all of the participants of such a program must share one or more characteristics that are protected classifications, then information as to that characteristic may be requested.

I/We hereby acknowledge the previous receipt of the following additional notices and disclosures: (I) Federal Truth in Lending Disclosures, and (ii) the Notice of the Right to Cancel (in duplicate).

Date: _____

Borrowers Signature

Borrowers Signature

Property: _____

Department Of Housing And Community Development
Homeless Intervention Program

AGREEMENT (for Mortgage Loan Assistance only)

_____, Recipient, has been found eligible to receive the following assistance under the Homeless Intervention Program administered by the _____, Local Administrator.

\$ _____ Deposits _____
_____.

\$ _____ Past due amounts on obligation secured by a first Deed of Trust or mortgage on personal residence or for rent due on rental property serving as personal residence _____
_____.

\$ _____ Future installments on obligation secured by a first Deed of Trust or mortgage on personal residence or for future rents due on rental property serving as personal residence _____
_____.

In no event shall the payments to Recipient, or on Recipient's account, exceed the total of \$ _____.

Recipient acknowledges and agrees:

1. All assistance payments made by the Local Administrator as set out above are LOANS and the Recipient is obligated to repay all payments IN FULL.
2. Unless otherwise provided in writing by the Local Administrator, repayment shall commence on the _____ day of _____ after Recipient receives last assistance payment under this Agreement.
3. Repayment shall be in monthly installments in an amount to be determined at least thirty (30) days prior to the due date of the first installment. Monthly installments shall be based on the Local Administrator's determination of Recipient's ability to pay. There shall be no interest charged on amounts owed by Recipient.
4. The Local Administrator, in its sole discretion, may suspend, modify or forgive any monthly installment; however, such action shall in no way be construed to alter or amend Recipient's obligation to pay future installments or all of the indebtedness secured by this

Agreement and Promissory Note.

5. All assistance payments under this Agreement shall be made directly to the Recipient's assignee,
The Local Administrator shall ensure payments are properly credited to Recipient's account.
6. Recipient shall assign, in writing, his/her right to the refund of any security or utility deposit made with assistance payments under this Agreement to the Local Administrator. Such assignment shall remain effective until Recipient has repaid Local Administrator in full for all deposit assistance payments made under this Agreement.
7. The Local Administrator's obligation to make future assistance payments is conditioned on:
 - a. Recipient's good faith effort to follow the Self Sufficiency Plan to which he/she has agreed.
 - b. The continued inability of Recipient to make all current payments on his/her mortgage or rent out of income available to the Recipient, and the continued threat of foreclosure or eviction.
8. The existence of these conditions will be determined by the Local Administrator based upon guidelines established by that Local Administrator. By his/her signature below, the Recipient acknowledges receipt of these guidelines.
9. If requested, the Recipient will execute a Credit Line Deed of Trust on his/her personal residence to secure repayment of all assistance payments made by the Local Administrator under this Agreement. The Local Administrator reserves the sole right to record this instrument.

Signature of Recipient

Signature of Co-Recipient

Name of Local Administrator

By:

Signature of Authorized Representative

Department Of Housing And Community Development
Homeless Intervention Program

BORROWERS CERTIFICATION RE: RESCISSION

TO:

I/We certify that I/we have not exercised my/our right to cancel or rescind my\our Homeless Intervention Loan from

Borrower's Signature

Date

Borrower's Signature

Date

Department Of Housing And Community Development
Homeless Intervention Program

CREDIT LINE DEED OF TRUST

THIS CREDIT LINE DEED OF TRUST made the _____ day of _____,
between _____ and _____,
hereinafter called the "Grantor(s)", and _____ of
_____ and _____ of
, Trustees, hereinafter called "Trustees",

WITNESSETH:

Grantor hereby grants and conveys unto the Trustees, with covenants of General Warranty of Title and English Covenants of Title, the following described real estate, with all appurtenances thereunto belonging, lying, and being in the _____, State of Virginia, and more particularly described as follows:

See Exhibit A for Legal Description

Together with all buildings, improvements, fixtures, and appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation to said real property and together with all screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters from time to time on the said real property (all of which, together with said real property, are hereinafter referred to as the "Property").

IN TRUST TO SECURE to the Noteholder, as in this paragraph defined, the payment of an indebtedness evidenced by one certain promissory note ("Note") of even date herewith made by the Grantor and payable to the order of _____, Local Administrator of the Commonwealth of Virginia, Homeless Intervention Program (Local Administrator), in the maximum principal amount of \$ _____, due and payable on demand. The term "Noteholder" shall mean the payee of the indebtedness hereby secured or the transferee or assignee thereof or any other person entitled to receive payment of the Note, as the case may be, whether by operation of law or otherwise. The Noteholder secured by the Credit Line Deed of Trust is the Local Administrator. Communications may be mailed or delivered to the Noteholder at Local Administrator,

And further to secure the payment of the Note and to assure the observance and performance of all other covenants, conditions, and obligations hereof, the Grantor hereby assigns and transfers to the Trustees all rents from time to time due and payable under leases nor

or hereafter existing with respect to the Property or any part thereof, including any guarantees of such leases, and Grantor will upon request execute and cause to be recorded supplemental assignments of any specific leases on the Property. In the event of default hereunder the Trustees are fully authorized and empowered in the discretion of the Noteholder to apply for and collect and receive all such rents and enforce such guarantee or indebtedness and obligations hereby secured, after first deducting therefrom such reasonable cost and expenses as may be incurred in the collection of said rents. In the event of default hereunder the Trustees are authorized and empowered to enter upon the Property and to lease it in whole or in part to such person or persons for such purposes and upon such terms as the Trustees may in their sole discretion determine.

Neither any course of dealing by the Trustees or the Noteholder, nor any failure or delay by them to exercise any right, power, or privilege hereunder shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude any other right, power, or privilege.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto, including the Noteholder. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

This Credit Line Deed of Trust shall be construed to impose and confer upon the parties all duties, rights, and obligations prescribed in Section 55-59 of the Code of Virginia of 1950, as amended to date, except to the extent that contrary provisions are herein provided; and the provisions of Sections 55-59 and 55-60 of said code that correspond with the short-form expressions set forth below are incorporated in and made a part of this Credit Line Deed of Trust, namely:

- (a.) "Exemptions waived"
- (b.) "Subject to all upon default"
- (c.) "Renewal, extension, or reinstatement permitted"
- (d.) "Insurance required" An amount equal to the principal sum herein secured, plus the sum secured by all liens, if any, senior in priority to the Credit Line Deed of Trust.
- (e.) "Advertisement required" Once a week for three successive weeks in a newspaper having general circulation in the county or city in which the Property lies, and the Trustee may sell the Property or part thereof on the fifteenth day after the first advertisement or any day thereafter.

(f.) "Any Trustee may act"

The Grantor reserves the right to prepay the Note, in whole or in part, at any time, without penalty.

The Grantor grants to the Noteholder, in his sole discretion and without cause or reason, the right and power to appoint from time to time one or more substitute Trustees, any or all of whom may act.

The Grantor expressly covenants to keep the Property in tenantable condition and in as good condition and repair as at the time of execution hereof.

The Grantor hereby assigns to the Trustees the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, and at the option of the Noteholder the proceeds shall be paid to the Noteholder for application to the indebtedness and obligations hereby secured after first deducting from the proceeds such reasonable costs and expenses as may be incurred in the collection of the proceeds.

The Grantor covenants and agrees to perform well and faithfully all covenants and duties under any one or more deeds of trust from time to time senior in priority to the Credit Line Deed of Trust, and at the option of the Noteholder, an event of default under any such senior deed of trust shall constitute a default hereunder.

If all or any part of the Property or any interest in it is sold or transferred without the Noteholder's prior written consent, the Noteholder may, at its option, require immediate payment in full of all sums secured by this Credit Line Deed of Trust. If the Noteholder exercises this option, the Noteholder shall give the Grantor notice of acceleration. The notice should provide a period of not less than thirty days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Credit Line Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, the Noteholder may invoke any remedies permitted by the Credit Line Deed of Trust without further notice or demand on Grantor.

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE

PROPERTY CONVEYED.

WITNESS the following signatures and seals:

_____ (Seal)
Grantor

_____ (Seal)
Grantor

COMMONWEALTH OF VIRGINIA, _____, TO WIT:

I, _____, a Notary Public for the Commonwealth
aforesaid, hereby certify that _____
_____ personally appeared before me this day and
acknowledged the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____,

Notary Public

My commission expires:

SEAL

Department Of Housing And Community Development
SHARE Homeless Intervention Program
DEED OF TRUST

THIS DEED OF TRUST made this _____ day of _____, 19 _____, by and between Grantor, and _____, trustees.

W I T N E S S E T H

That the Grantor does grant and convey with General warranty of Title, unto the Trustees, the following described real estate, to wit:

IN TRUST to secure to the holder or holders of the hereinafter described note, or any renewal or extension thereof, the payment of the principal sum of DOLLARS (\$_____), evidenced by one certain negotiable promissory note of even date herewith drawn by _____ and payable to _____ at _____, or at such other place as the holder may designate in writing; said principal and interest being due and payable as provided in the aforesaid note hereby secures.

Together with all fixtures and improvements now or hereafter attached to or used in connection with the property herein described, and with any renewals or replacements of same, and also together with all easements and the rents, issued, and profits of said premises as well as any unearned hazard insurance premium with respect to such property. All or which are hereby pledged, assigned, transferred and set over unto the Trustees, whether now due or hereafter to become due.

Upon a failure in any such respect upon the part of the Grantor, the Trustees or the note holder may, without notice to the grantor, pay unpaid taxes, assessments, levies, and charges against the property, and take such steps as may be necessary to secure or redeem the said property from forfeiture or sale, and effect or renew insurance, and make such repairs, as may be necessary to keep the improvements in good order and repair, and all sums expended in so doing shall be a part of the debt secured by this Deed of Trust and shall be secured as fully as the principal debt and interest.

This conveyance is made under the provisions of Sections 55-59 through 55-60 of the Code of Virginia of 1950 and acts amendatory thereof, and shall be construed to impose and confer upon the parties hereto and beneficiary hereunder all the duties, rights and obligations prescribed by the said Sections, and in short form by reference, the following provisions:

- (a.) Exemptions waived.
- (b.) Renewal or extension permitted.
- (c.) Subject to all upon default.
- (d.) Right of anticipation as set out in the note hereby secured.
- (e.) Insurance required: 80% of the fair market value or in a sufficient amount to cover the debt secured by this Deed of Trust and any indebtedness secured by any Deed of Trust superior to and of greater dignity than this Deed of Trust, whichever amount is greater.
- (f.) All provisions of law concerning postponement of Trustees sales are hereby waived by Grantor; Trustees may postpone sale without advertisement of such postponement.
- (g.) Substitution of Trustees permitted at note holder's absolute discretion.
- (h.) Any Trustee may act.
- (i.) Advertisement: Three times in a newspaper having general circulation the city or county wherein the property hereby conveyed is located.

If any lien upon the property hereby conveyed, superior to the lien of this Deed of Trust, be in default, then the entire debt secured shall, at the option of the note holder hereunder, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise such option.

No failure of the Trustees or the holder upon any occasion to exercise any option hereunder shall be taken of deemed to be a waiver of the right to exercise such option upon any other occasion. The covenants contained herein shall bind, and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF A SALE OR CONVEYANCE OF THE PROPERTY HEREBY CONVEYED.

GRANTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF A CERTAIN COUNSELING AGREEMENT DATED _____ . FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AFORESAID AGREEMENT SHALL CONSTITUTE A DEFAULT UNDER THIS DEED OF TRUST, AND THE NOTE SECURED BY THIS DEED OF TRUST SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.

WITNESS the following signature(s) and seal(s):

_____ (SEAL)

_____ (SEAL)

STATE OF VIRGINIA

City/County of

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by

My commission expires: ___ / ___ / _____

Notary Public

**HOMELESS INTERVENTION PROGRAM
ELIGIBILITY EVALUATION**

A. HOUSING ELIGIBILITY (Check those applicable to case)

- | | |
|---|--|
| <input type="checkbox"/> Unlawful Detainer | <input type="checkbox"/> Housing within Fair Market Guidelines |
| <input type="checkbox"/> Pay or Quit Notice | <input type="checkbox"/> Verification of Homelessness |
| <input type="checkbox"/> 30 Day Mortgage Notice | <input type="checkbox"/> Security Deposit Verification |
| <input type="checkbox"/> 60 Day Mortgage Notice | <input type="checkbox"/> Other : _____ |

B. FINANCIAL ELIGIBILITY (Check those applicable to case)

- Proof of Monthly Income
 Total Household Monthly Income within Program Guidelines

C. RESOURCES

- Verification that there are no other resources available
(or that all other resources have been exhausted)
 Monthly surplus/deficit within Program Guidelines
(All applicants must complete the Monthly Living Expenses and Resources form.)

D. ELIGIBILITY SUMMARY

Briefly describe the applicants situation, the nature of the temporary crisis, explain why this situation was unavoidable, and the applicants ability to become self sufficient.

Determination: _____ Approved _____ Denied

If denied, was decision appealed? _____ Yes _____ No

Outcome of appeal:

Person Completing Eligibility Evaluation:

Date:

Department Of Housing And Community Development
Homeless Intervention Program

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Listed below is the Good Faith Estimate of Settlement Charges, made pursuant to the requirement of the Real Estate Settlement Procedures Act (RESP.). These figures are only estimates, and the actual charges due at settlement may be different.

Loan Amount \$
Interest Rate \$ 0 %

Date

I. Calculation of the Amount Financed

The amount of the loan in this transaction is	\$
Less estimated prepaid finance charges	\$ <u> 0 </u>
Application fee	\$ <u> 0 </u>
Other	\$ <u> 0 </u>
TOTAL AMOUNT FINANCED	\$

II. Calculation of Estimated Settlement Charges

The following numbered items will correspond with the numbered items as shown on your final Statement of Settlement costs, which will be provided by your settlement attorney.

809	Application fee	\$ <u> 0</u>
903	Hazard insurance premium	\$ <u> 0</u>
1001	Hazard insurance _____ months at \$ _____/month	\$ <u> 0</u>
1004	Property taxes _____ months at \$ _____/month	\$ <u> 0</u>

1107 Attorney's fees \$_____0

Includes:

- 1101 settlement of closing fee
- 1102 abstract or closing fee
- 1103 title examination
- 1104 title insurance binder
- 1105 document preparation fee
- 1106 notary fees

1108 Title instance \$_____0

1109 Lender's coverage (included in line 1108)

1110 Owner's coverage (included in line 1108)

The actual charges may be more or less than the amounts listed. Some of the above estimates are based on the amount of the loan and rate of interest for which you have applied. This form does not cover all items you may be required to pay at settlement and you may wish to inquire as to the amount of any such other charges. For an explanation of these items, please refer to the settlement cost booklet for full explanations.

I/We acknowledge receipt of the "Good Faith Estimate" in accordance with the Real Estate Settlement Procedures Act of 1974.

Borrower

Date

Co-Borrower

Department Of Housing And Community Development
Homeless Intervention Program

PROMISSORY NOTE

DATE: _____ AMOUNT: \$

To repay this loan, I (meaning borrower and all co-borrowers signing below) will pay the Local Administrator at its principal office at Virginia _____, all money loaned to me under the above agreement up to _____ Dollars (\$ _____).

I understand the Local Administrator shall demand repayment in monthly installments which shall be based on Local Administrator's determination of my ability to repay. All monthly payments are due and payable by the tenth of the month. If monthly installments are not paid when due the Local Administrator, at its sole option, shall have the right to declare the entire amount still unpaid on this Promissory Note due and owing.

The Local Administrator, in its sole discretion, may suspend, modify, or forgive any monthly installment; however, such action shall in no way alter or amend Recipient's obligation to pay future installments.

I understand that repayment shall commence on (date) _____ after I receive my last assistance payment under this Agreement. If more than one person signs this Note, we understand that either or any of us can be made to pay the full amount due.

Recipient/Co-Borrower

Recipient/Co-Borrower

REPAYMENT PLAN:

\$ _____ @ _____ = \$

\$ _____ @ _____ = \$

TOTAL: \$

Department Of Housing And Community Development
Homeless Intervention Program
NOTICE OF RIGHT TO CANCEL

YOUR RIGHT TO CANCEL:

You are entering into a transaction that will result in a mortgage lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is _____ ;or
2. The date you received your Truth in Lending disclosures _____ ;or
3. The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage lien on your home has been canceled. In addition, we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given to you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

You may use any written statement that is signed and dated by you, and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice by midnight of _____, or no later than midnight of the third business day following the last of the three events listed above. If you send or deliver you written notice to cancel some other way, it must be received at the above address no later than that time.

I WISH TO CANCEL:

Borrower's signature

Date

Borrower's signature

Date

Department Of Housing And Community Development
Homeless Intervention Program

TRUTH IN LENDING DISCLOSURES

Borrowers Name

Interest Rate: 0%

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all scheduled payments.
0%	\$0	\$	\$

PAYMENT SCHEDULE

Payment will be made monthly, due upon the first day of the month, and will commence upon _____. Payments will be deemed late as of the tenth (10th) of the month and a late charge of \$_____ will be due from the borrower. The term of the loan is _____ months. The loan will become due and payable wither upon default under the loan documents or upon the occurrence of one of the following: sale or transfer of the property securing the loan; the failure of the Borrower to occupy such property for a period exceeding 180 consecutive days; use of the property for purposes other than a principal residence, and nine months after the death of the Borrower, or, in the case of joint Borrowers, the death of the last surviving Borrower; provided, however, that the term of a loan may never exceed fifty (50) years.

INTEREST RATE

No interest will be charged the Borrower. The "Good Faith Estimate" of the charges likely to be incurred at settlement has been provided.

SECURITY

You are giving a security interest in your property to secure this loan.

LATE CHARGES

When a loan payment is late, there is a late charge of \$_____. This amount will be added to your total indebtedness.

PREPAYMENT

There is no financial penalty for paying your loan off early.

ASSUMPTION

Someone buying your property will not be allowed to assume this loan.

See your loan documents for additional, more detailed information about default and events that require repayment in full, either before or on the contractual maturity date. Please refer to the "Good Faith Estimate" for an itemization or Amount Financed.

I/We hereby acknowledge receipt of this disclosure:

Borrower Date

Borrower

**HOMELESS INTERVENTION PROGRAM
Landlord Vendor Authorization For Payment**

This authorization is a promise by the agency that payment described below will be made to the Landlord on behalf of the client when this form is signed and returned to the agency.

TO: LANDLORD: _____ **FROM:** Agency: _____
Address _____ Address _____
Phone # _____ Phone # _____

FOR: Client's Name _____ Case # _____
Address of Property _____

I authorize and will make the following payment(s) when this form is signed by the above landlord and returned to this agency. In addition, future rental assistance payments may be made to the above landlord by this agency depending on the client's needs, circumstances, and Program compliance.

Security Deposit of \$ _____ .
Back rent/late fees of \$ _____ for period from _____ to _____ .
Current rent of \$ _____ for partial/full payment for _____ .
Total Payment to be made \$ _____ .

Signature and Title of Authorized Agency Representative _____
Date

If this Authorization is for a security deposit, I agree to accept the above client as a tenant and to execute a lease if that is my normal practice. I agree to return the security deposit (less any deductions for damages or unpaid rent) plus any interest to the above agency when the tenant moves out of the property.

If this Authorization is for back rent/late fees and /or current rent, I certify that I am owed the above amount in back rent and late fees. I agree that in return for payment of that amount, I will stop any pending or active eviction action and will not evict the above client for late or non-payment of that rent. I further agree I will continue to rent the above property to the above client for the period of time for which payment by the agency is or will be made. If the agency is making partial payments, I understand I may pursue eviction for nonpayment of rent if the above client does not make his/her share of the payment in a timely manner. I also understand that in any case, I may pursue eviction if the above client does not comply with any other terms of the rental agreement.

Signature of Landlord

Date

**HOMELESS INTERVENTION PROGRAM
Mortgagee Vendor Authorization For Payment**

This authorization is a promise by the agency that payment described below will be made to the Mortgagee on behalf of the client when this form is signed and returned to the agency.

TO: MORTGAGEE: _____
Address: _____
Phone # _____

FROM: Agency: _____
Address: _____
Phone # _____

FOR:
Client's Name _____ Case # _____
Address of Property _____

I authorize and will make the following payment(s) when this form is signed by the above mortgagee or mortgagee authorized representative and returned to this agency. In addition, future mortgage assistance payments may be made to the above mortgagee by this agency depending on the client's needs, circumstances and/or Program compliance.

Back mortgage/late fees of \$ _____ for period from _____ to _____

Current mortgage payment of \$ _____ for partial/full payment for _____

Total Payment to be made \$ _____.

Signature and Title of Authorized Agency Representative

Date

The undersigned certifies that he/she is an authorized representative for the mortgagee on the above-mentioned property and is owed the amounts listed for delinquent payments and late fees. The mortgagee agrees to accept payments made on behalf of the mortgagor and discontinue any pending or active collection and foreclosure actions for the period of time payments are made. Mortgagee understands that foreclosure procedures may be initiated if the mortgagor does not meet his/her obligations or does not comply with other terms of the mortgage agreement. The mortgagee agrees to provide the agency listed above a copy of any notice to the mortgagor regarding or effecting the status of the mortgage.

Definitions

Application means the request, on behalf of the Local Administrator for a funding reservation for the administration of the SHARE Homeless Intervention Program.

DHCD means the Virginia Department of Housing and Community Development.

Fair Market Rent means the maximum amount paid for rent, including the cost of utilities, except telephone in specific geographic area based on the number of bedrooms in the housing unit, as established by the U.S. Department of Housing and Urban Development.

Grant means funds for rental assistance or security deposit for program recipients that do not have to be repaid by the recipient.

Homeless means persons or families that are without housing, at imminent danger of losing their housing through eviction or foreclosure, or living in doubled up, overcrowded or substandard housing.

HIP means the Homeless Intervention Program.

HIP Applicants means individuals or families who apply for financial assistance through HIP.

HIP Recipients means the individuals or families who receive financial assistance through HIP.

Housing Counseling Services means that programs are expected to provide professional housing counseling services and employ qualified personnel. Funding for these services include the salary and benefit costs for the assigned housing counselor and all associated operations costs (travel, phones, office space, paper supplies, etc.)

Housing Counselor means a professional who has, or is fully committed to becoming a certified housing counselor according to the standards set by the Virginia Association of Housing Counselors.

HUD means the U.S. Department of Housing and Urban Development.

Loan means funds for mortgage, rental or security deposit assistance for program

recipients are repaid according to a schedule developed by the Local Administrator.

Local Administrator means a nonprofit, incorporated organization or a governmental entity, with which DHCD, in its sole discretion, enters into a contract for undertaking local prevention activities using HIP assistance. Examples of Local Administrators include, but are not limited to cities, towns, planning district commissions, local departments of social services, local departments of health, public housing authorities, and area agencies on aging, community action groups, shelter providers and nonprofit housing organizations.

Low Income means less than 80% of area median income for the service area as established by HUD.

Operations Manual means the established program expectations, guidelines and standards for the program. This manual includes all required forms and reporting documents.

Rental Assistance means the monthly amount paid to assist recipients with their rent at a residential unit containing complete kitchen and bath facilities.

Recipient means the individual or families who receive financial assistance through HIP.

Security Deposit Assistance means the amount paid or guaranteed to a prospective landlord to cover fees required prior to move-in to secure against damages, unpaid rent, as a key deposit as well as the amount paid to a utility company for a utility deposit.

Self-Sufficiency Plan means a plan of action agreed upon by a housing counselor and a HIP recipient to ensure the recipient will be able to meet housing and other expenses at the end of the term of HIP financial assistance.

Service Area means the area identified for administration of HIP by a Local Administrator.

Service Jurisdiction means the eligible jurisdictions, as determined by DHCD, which may be served by those applying to administer HIP.