***Texas Balance of State Continuum of Care***

## Emergency Solutions Grant Written Standards Template

*Version 1.0*

This page was intentionally left blank for double-sided printing.

**This page should not be included in your agency's Emergency Solutions Grant**

**Written Standards.**

**Versions Page for ESG Written Standards Template**

|  |  |  |
| --- | --- | --- |
| **Version** | **Date of Update** | **Changes Made** |
| Version 1 | November 25, 2020 |  |
|  |  |  |
|  |  |  |

**This page should not be included in your agency's Emergency Solutions Grant**

**Written Standards. Background and Purpose**

The Texas Homeless Network, the lead agency for the Texas Balance of State Continuum of Care (TX-607) has developed the following standards as a template for Emergency Solutions Grant subrecipients assisting with Emergency Solutions Grants (ESG) funds as required by [24 CFR 576.400 (e),](https://www.law.cornell.edu/cfr/text/24/576.400) [The CARES ACT](https://www.congress.gov/116/bills/s3548/BILLS-116s3548is.pdf) and [HUD CPD Notice 20-08.](https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf)

These Draft Written standards were written by the Texas Homeless Network and reviewed by the Texas Department of Housing and Community Affairs (TDHCA) per the minimum standards outlined in 24 CFR §576.400(e) and 24 CFR §576.402 and not the entire document.

This template written standards document is in accordance with the Interim Rule for the Emergency Solutions Grants Program released by the U.S. Department of Housing and Urban Development on December 4, 2011, and the final rule for the definition of homelessness also released by the U.S. Department of Housing and Urban Development on December 4, 2011. The Standards serve as a template of guiding principles for funding programs. These Written Standards include best practices and policies that can be adjusted based on your agency's policies as long as they are per [24 CFR 576.400 (e),](https://www.law.cornell.edu/cfr/text/24/576.400) [The CARES ACT,](https://www.congress.gov/116/bills/s3548/BILLS-116s3548is.pdf) and [HUD CPD Notice 20-08.](https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf) These written standards are also following the TX BoS CoC Written Standards for Service Delivery. These Written Standards will be evaluated at least annually to maintain consistency.

This draft contains what is eligible, but not standards on how they are applied in the Subrecipients specific program. Each Subrecipient in the TX BoS CoC needs to include in detail the following to ensure consistent procedures and equal assistance for all Program Participants including but not limited to:

1. Standard policies and procedures for evaluating individuals and families' eligibility for assistance under Emergency Solutions Grant (ESG);
2. Standards for targeting and providing essential services related to street outreach;
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding the length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest; (iv) Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
4. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance (these policies must include the emergency transfer priority required under §576.409);
5. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
6. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that TX will be adjusted over time; and
7. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, the maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance.

Key for agencies using this template:

* Agency Name / Agency Details: insert Agency information where bolded brackets appear: example: **[Agency Name]**
* All THN Notes are where there is bold/italicized/capitalized text in brackets: ***{BOLD ITALICIZED CAPITALIZED TEXT.}***

This page should not be included in your agency's Emergency Solutions Grant Written Standards.

**[Organization Logo Here]**

Emergency Solutions Grant Written Standards

**[Agency Name] [Address Line 1]**

**[Address Line 2] [Phone Number] [Business Hours] [Walk In Hours]**

**This page was intentionally left blank for double-sided printing.**

Versions Page

|  |  |  |  |
| --- | --- | --- | --- |
| **Version** | **Date of Update** | **Changes Made** | **Date Approved by Agency Board** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Emergency Solutions Grant Written Standards will be revised **[annually]** as funding for programs varies from year to year based on a competitive award process.

Table of Contents Page

Table of Contents

[Emergency Solutions Grant Written Standards 6](#_bookmark0)

[Versions Page 8](#_bookmark1)

[Table of Contents Page 9](#_bookmark2)

[Mission Statement 12](#_bookmark3)

[Background and Purpose 12](#_bookmark4)

[Anti-Discrimination and Equal Access 12](#_bookmark5)

[Reasonable Accomodations 14](#_bookmark7)

[Essential Elements to {Agency Name} ESG Project Components 14](#_bookmark8)

[Housing First 15](#_bookmark9)

[Housing-Focused Case Management and Services 17](#_bookmark10)

[Coordinated Entry 17](#_bookmark11)

[Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking 19](#_bookmark14)

[ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing 20](#_bookmark15)

[Lead Based Paint 20](#_bookmark16)

[Lead-Based Paint Hazards Brochure 20](#_bookmark17)

[Lead Based Paint Visual Assessment 20](#_bookmark18)

[Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards 20](#_bookmark19)

[Emergency Solutions Grant Program Components and Eligibility 21](#_bookmark20)

1. [Homelessness Prevention 21](#_bookmark21)
   1. [Homelessness Prevention Purpose 21](#_bookmark22)
   2. [Homelessness Prevention Eligibility 21](#_bookmark23)
   3. [Homelessness Prevention Priority Population 24](#_bookmark25)
   4. [Homelessness Prevention Coordinated Entry Procedures 25](#_bookmark26)
   5. [Homelessness Prevention Housing Relocation and Stabilization Services 25](#_bookmark27)
   6. [Duration and Amount of Housing Stabilization and/or Relocation Services 30](#_bookmark28)
   7. [Short-term and medium-term rental assistance 31](#_bookmark29)
   8. [Homelessness Prevention Rental Assistance Type 37](#_bookmark31)
   9. [Homelessness Prevention Services Not provided 38](#_bookmark32)
   10. [Emergency Transfer 38](#_bookmark33)
2. [Street Outreach 39](#_bookmark34)
   1. [Street Outreach Purpose 39](#_bookmark35)
   2. [Street Outreach Eligibility 39](#_bookmark36)
   3. [Street Outreach Priority Population 39](#_bookmark37)
   4. [Targeting and providing services to people living in unsheltered locations 39](#_bookmark38)
   5. [Street Outreach Services for Program Participants: 42](#_bookmark41)
   6. [To ensure Street Outreach participants are targeted and provided {Agency Name} utilities the following eligible costs 43](#_bookmark42)
   7. [Street Outreach Services Not Provided 44](#_bookmark43)
3. [Emergency Shelter 44](#_bookmark44)
   1. [Emergency Shelter Purpose 44](#_bookmark45)
   2. [Emergency Shelter Eligibility 44](#_bookmark46)
   3. [Emergency Shelter Priority Population 46](#_bookmark47)
   4. [Emergency Shelter Coordinated Entry Procedures 47](#_bookmark48)
   5. [Essential Emergency Shelter Project Elements 47](#_bookmark49)
   6. [Admission, Diversion, Referral and Discharge from Emergency Shelter 48](#_bookmark50)
   7. [Assessing, prioritizing, reassessing participant's needs for essential services related to emergency shelter 49](#_bookmark51)
   8. [Services provided at [Agency Name] for Emergency Shelter service participants: 50](#_bookmark52)
   9. [To ensure Emergency Shelter participants are served {Agency Name} utilities the following eligible costs 55](#_bookmark54)
   10. [Emergency Shelter Services Not Provided 55](#_bookmark55)
4. [Rapid Re-Housing 56](#_bookmark56)
   1. [Rapid Re-housing Purpose 56](#_bookmark57)
   2. [Rapid Re-housing Eligibility 56](#_bookmark58)
   3. [Rapid Re-housing Priority Population 57](#_bookmark59)
   4. [Rapid Re-housing Coordinated Entry Procedures 57](#_bookmark60)
   5. [Rapid Re-housing Housing Relocation and Stabilization Services 58](#_bookmark61)
   6. [Duration and Amount of Housing Stabilization and/or Relocation Services 63](#_bookmark62)
   7. [Short-term and medium-term rental assistance 63](#_bookmark63)
   8. [Rapid Re-housing Rental Assistance Type 70](#_bookmark65)
   9. [Rapid Re-housing Services Not provided 71](#_bookmark66)
   10. [Emergency Transfer 71](#_bookmark67)

[Homeless Management Information System 71](#_bookmark68)

[Termination of Assistance 73](#_bookmark70)

[Grievance Policy 73](#_bookmark71)

[Services Coordination 74](#_bookmark72)

[Appendices 82](#_bookmark73)

[Appendix A- Definitions 82](#_bookmark74)

[Appendix B – Forms and Documents 85](#_bookmark77)

[Agency Name]

**Emergency Solutions Grant Written Standards**

Mission Statement

[Input Agency Mission Statement}

Background and Purpose

As required by [24 CFR 576.400 (e),](https://www.law.cornell.edu/cfr/text/24/576.400) **[Agency Name]** has developed the following written standards for assisting with Emergency Solutions Grants (ESG) funding.

The purpose of **[Agency Name]’s** written standards is to establish guidelines for administering the [Department of Housing and Urban Development (HUD)](https://www.hud.gov/) Emergency Solutions Grant (ESG) program. The Written Standards provide guidance for admission to and continued participation in the agency's Emergency Solutions Grant program**(s)**. To the extent an issue is not otherwise explained in **[Agency Name]’s** Written Standards, the Emergency Solutions Grant regulations and program or CARES guidance will be followed [(24 CFR § 576, The CARES ACT and HUD CPD Notice 20-08).](https://www.law.cornell.edu/cfr/text/24/part-576)

**[Agency Name]** is a provider of services to prevent and end homelessness for persons in the following counties **[Coverage Area].** Strategies and programs assist residents who are at risk of becoming homeless or who are experiencing homelessness. Programs include the following: **{*EXAMPLE: ONLY INCLUDE SERVICES/PROGRAMS YOUR AGENCY PROVIDES OR INTENDS TO PROVIDE*}**

* Street Outreach Activities to reach unserved individuals and families experiencing unsheltered homelessness
* Emergency Shelter to temporarily house and provide essential services to homeless (individuals and/or families)
* Homeless Prevention Activities to assist individuals and families to prevent eviction and/or entering into an emergency shelter
* Rapid Re-Housing Activities to assist individuals and families who are literally homeless

Anti-Discrimination and Equal Access

**[Agency Name]** as an ESG subrecipient and shall not discriminate based on any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, age, or gender, nor based on LGBTQ status or marital status

On September 21, 2016, HUD published a final rule in the [Federal Register](https://www.federalregister.gov/documents/2016/09/21/2016-22589/equal-access-in-accordance-with-an-individuals-gender-identity-in-community-planning-and-development) entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs." Through this final rule, HUD ensures equal access to individuals in accordance with their gender identity in programs and shelters funded under programs administered by HUD's Office of Community Planning and Development (CPD). This rule builds upon HUD's February 2012 final rule entitled "[Equal Access to Housing in HUD](https://www.hudexchange.info/resources/documents/EqualAccess_FinalRule_2.3.12.pdf) [Programs Regardless of Sexual Orientation or Gender Identity](https://www.hudexchange.info/resources/documents/EqualAccess_FinalRule_2.3.12.pdf)" (2012 Equal Access Rule), which aimed to ensure that HUD's housing programs would be open to all eligible individuals and families regardless of sexual orientation, gender identity, or marital status.

The final rule requires that recipients and subrecipients of CPD funding, as well as owners, operators, and managers of shelters, and other buildings and facilities and providers of services funded in whole or in part by any CPD program to grant equal access to such facilities, and other buildings and facilities, benefits, accommodations and services to individuals in accordance with the individual's gender identity, and in a manner that affords equal access to the individual's family.

A shelter or housing program may limit assistance to households with children but it may not limit assistance to only women with children. To comply with the Equal Access rule the shelter/program must also serve 1) single male head of household with minor child (ren); and 2) any household made up of two or more adults, regardless of sexual orientation, marital status, or gender identity, presenting with minor child (ren).[1](#_bookmark6)

Furthermore, **[Agency Name]** complies with the Texas Homeless Networks’ Anti- Discrimination and Equal Access Policy as an agency operating within the Texas Balance of State Continuum of Care.

The Anti-Discrimination and Equal Access Policy can be found in the Appendix on [page 87.](#_bookmark78)

***Affirmative Outreach***

**{Agency Name}** makes known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis and must take appropriate steps to ensure effective communication with persons with disabilities. Affirmative outreach activities at

{Agency Name} include but are not limited to:

* + 1. Marketing programs to groups living in or receiving services in your service area that are under-represented as shown by your program data,

1. <https://www.hudexchange.info/faqs/1529/how-is-the-definition-of-family-that-was-included>
   * 1. Creating partnerships with community-based agencies or non-profits that work with underrepresented and non-majority groups in your service area, and
     2. Translating documents advertising assistance, services, and contact information into other languages prevalent in the community.

**{Agency Name}** follows all the requirements outlined in 24 CFR §576.407(b).

[Reasonable](https://www.tdhca.state.tx.us/home-division/esgp/docs/FairHousing-ESG.pdf) Accommodations

***[Agency Name]*** *as an ESG subrecipient shall not discriminate based on a disability*

***[Agency Name]*** will not deny qualified individuals the opportunity to participate in the ESG program and will not deny access to ESG assistance because of physical barriers.

***[Agency Name]*** Reasonable Accommodations process includes the following:

* + - 1. An individual with a disability requests verbally or in writing an accommodation related to their disability.
         1. The accommodation can be requested for a program policy, practice, or procedure.
      2. ***[Agency Name]*** reviews the request and makes reasonable accommodation.
         1. If request represents a fundamental alteration of the nature of the program or service or an undue financial or administrative burden it is not reasonable.
      3. If accepted, the reasonable accommodation is made at ***[Agency Name]***

expense. If denied, alternatives must be discussed with the requestor.

* + - 1. [***[Agency Name]*** will respond to reasonable accommodations requests within a reasonable amount of time, not to exceed 14 calendar days.

Language Access Plan

***{Agency Name}*** has prepared the Language Access Plan (“LAP” or “Plan”) ***in the Appendix on page*** [***89,***](#_bookmark79) which defines the actions to be taken by ***{Agency Name}*** to ensure meaningful access to agency services, programs, and activities on the part of persons who have limited English proficiency. ***{Agency Name}*** will review and update, on a biennial basis or as needed, this LAP to ensure continued responsiveness to community needs and compliance with Executive Order 13166 (which may be found at [http://www.justice.gov/crt/about/cor/Pubs/eolep.php)](http://www.justice.gov/crt/about/cor/Pubs/eolep.php), interpreting Title VI of the Civil

Rights Act of 1964.

Essential Elements to {Agency Name} ESG Project Components

Housing First

***{Agency Name}*** utilizes a Housing First approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals before permanent housing entry.

* **Access Standard 1: {Agency Name}** ESG Funded projects are low barrier and admission to projects is not contingent on pre-requisites such as abstinence of substances, minimum income requirements, health or mental health history, medication adherence, age, criminal justice history, financial history, completion of treatment, participation in services, “housing readiness,” history or occurrence of victimization, a survivor of sexual assault or an affiliated person of such a survivor or other unnecessary conditions unless required by law or funding source.
* **Access Standard 2*: {Agency Name***} ESG Funded projects do not deny assistance for unnecessary reasons. Procedures and oversight demonstrate that staff does everything possible to avoid denying assistance or rejecting an individual or family for the reasons listed in Access Standard #1.
* **Access Standard 3: {Agency Name}** ESG Funded projects are accessible regardless of sexual orientation, gender identity, or marital status. Equal access is provided in accordance with the 2012 and 2016 Equal Access Rules, meaning that any project funded by HUD must ensure equal access for persons regardless of one’s sexual orientation or marital status, and in accordance with one’s gender identity. Adult-only households, regardless of marital status, will have equal access to projects. Equal Access Rules can be accessed here: [https://www.hudexchange.info/resource/1991/equal-access-to-housing-final- rule/](https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/)
* **Access Standard 4: {Agency Name}** ESG Funded projects are expedited with speed and efficiency. ESG Funded projects have expedited admission processes, to the greatest extent possible, including helping participants obtain the documentation required by funding sources, as well as processes to admit participants regardless of the status of their eligibility documentation whenever applicable.
* **Access Standard 5: {Agency Name}** ESG Funded Projects have an Intake Process which are person-centered and flexible. Intake and assessment procedures are focused on the individual’s or family’s strengths, needs, and preferences. Projects do not require specific appointment times but have flexible intake schedules that ensure access to all households. Assessments are focused on identifying household strengths, resources, as well as identifying barriers to housing that can inform the basis of a housing plan as soon as a person is enrolled in the project.
* **Access Standard 6: {Agency Name}** ESG Funded Projects accepts and makes referrals directly through Coordinated Entry. {Agency Name} ESG Funded Projects actively participate in the CoC-designated Coordinated Entry processes as part of streamlined community-wide system access and triage**. If these processes are not yet implemented, projects follow communities’ existing referral processes.** Referrals from Coordinated Entry are rarely rejected, and only if there is a history of violence, the participant does not want to be in the project, there are legally valid grounds (such as restrictions regarding sex offenders), or some other exceptional circumstance that is well documented.
* **Access Standard 7: {Agency Name}** ensures that exits to homelessness are avoided. In instances when **{Agency Name}** can no longer serve particular households

**{Agency Name}** utilizes the coordinated entry process, or the communities’ existing referral processes if coordinated entry processes are not yet implemented, to ensure that those individuals and families have access to other housing and services as desired, and do not become disconnected from services and housing. Households encounter these exits under certain **c**ircumstances, such as if they demonstrate violent or harassing behaviors, which are described within **{Agency Name}** ESG Regulation Policies.

* **Participant Standard 1: {Agency Name**} ensures that participant education is ongoing. Project participants receive ongoing education on Housing First principles as well as other service models employed in the project. At the beginning of and throughout the tenancy, participants are informed about their full rights and responsibilities as leaseholders, including the potential causes for eviction.
* **Participant Standard 2: {Agency Name}** ensures that participants in ESG funded projects create regular, formal opportunities for participants to offer input. Input is welcomed regarding **{Agency Name}** policies, processes, procedures, and practices. Opportunities include involvement in quality assurance and evaluation processes, a participant leadership/advisory board, processes to formally communicate with landlords, the design of and participation in surveys and focus groups, planning social gatherings, integrating peer specialists and peer-facilitated support groups to compliment professional services.

Housing-Focused Case Management and Services

While project participants’ participation in case management and services is voluntary, case Managers at {Agency Name} should show due diligence efforts to meet with participant households at least once per month and should assertively engage clients whenever possible. Services and case management will be focused on obtaining/retaining housing.

Case management/services provided to households will include case managers providing services including but not limited to:

* Help create housing stabilization plans with participant households
* Help households to identify and select a permanent housing option of their choice based on their unique needs, preferences, and financial resources
* Help households address issues that may impede access to housing, such as credit history, arrears, and legal issues
* Help households negotiate manageable and appropriate lease agreements with Landlords.
* Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing
* Monitor participants’ housing stability and be available to resolve crises during program enrollment
* Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment, and community-based services, if needed/appropriate so that they can sustain rent payments independently when rental assistance ends
* Ensure that services provided are participant-directed, respectful of individuals’ right to self-determination, and voluntary. Unless basic, project-related case management is required by statute or regulation, participation in services should not be required to receive RRH assistance.

Coordinated Entry

Coordinated Entry (CE) is a powerful piece of a housing crisis response system that ensures people at risk of or experiencing homelessness can readily find and navigate crisis intervention assistance. It is intended to ensure that households are prioritized for and matched with the right intervention as quickly as possible. It aims to standardize the access, assessment, and referral process across all providers in an entire CoC and the regions that make up its geography.

The Texas Balance of State Continuum of Care (TX BoS CoC) has developed [Coordinated](https://www.thn.org/wp-content/uploads/2020/07/TX-BoS-CoC-CE-WS-Version2-Final.pdf) [Entry Written Standards,](https://www.thn.org/wp-content/uploads/2020/07/TX-BoS-CoC-CE-WS-Version2-Final.pdf) which outline the framework and policies and procedures for CE in the TX BoS CoC. In the TX BoS CoC, CE is organized into regional hubs called “CE regions.” Each region is responsible for establishing a regional Coordinated Entry Planning Entity and developing regional CE policies and procedures. Regional CE policies and procedures align with the TX BoS CoC CE Written Standards and provide specific to the region’s CE process.

As required by [24 CFR 576.400 (d),](https://www.law.cornell.edu/cfr/text/24/576.400) **[Agency Name]** participates in CE developed by the Texas Balance of State Continuum of Care (TX BoS CoC). Agencies funded by the ESG program must participate in their regional Coordinated Entry Planning Entity. The Coordinated Entry Planning Entity is a management body responsible for implementing the day-to-day process of CE in a region. It includes all stakeholders involved in the local housing crisis response system and meets regularly as determined by the stakeholders.

In addition, agencies funded by the ESG program must participate in the local CE process. This is the process through which households at risk of or experiencing homelessness seek assistance and receive referrals. In the TX BoS CoC, if households meet the definition of literally homeless or fleeing or attempting to flee domestic violence[2](#_bookmark12), they can choose to enroll into Coordinated Entry to be assessed, prioritized for, and matched to Rapid Re- Housing or Permanent Supportive Housing programs.[3](#_bookmark13)

At a minimum, agencies funded by the ESG program must only fill available units with referrals from the local CE process. In addition, agencies funded by the ESG program, regardless of their program component(s), may serve as Entry Points for the local CE process. Agencies that are newly funded by the ESG program and exist in an area where there is not a local CE process established are required to establish one.

Each program component of the ESG program can participate in the local CE process, and this participation is described throughout the written standards under each program component.

**[Agency Name]** currently participates in the local Coordinated Entry Planning Entity for and receives referrals from the local CE process in the **[CE Region Name]** Region in the TX BoS

1. Homeless Emergency Assistance and Rapid Transition to Housing: Defining “Homeless”. 76 Fed. Reg. 75994 (December 5, 2011) (to be codified at 24 C.F.R. pts. 91, 582, and 583)
2. In the TX BoS CoC, the CE process is currently designed to match eligible households to Rapid Re-Housing or Permanent Supportive Housing programs. There is an opportunity in the future to expand the CE process in the TX BoS CoC to include Homelessness Prevention.

CoC. **{*If applicable, add the next sentence.*}** Also, **[Agency Name]** serves as an Entry Point for the local CE process, increasing access to CE for households in this region.

Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The core statutory protections of the Violence Against Women ACT (VAWA) that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of [VAWA 2013 on March 7, 2013.](https://www.justice.gov/tribal/violence-against-women-act-vawa-reauthorization-2013-0) The VAWA regulatory requirements under [24](https://www.law.cornell.edu/cfr/text/24/part-5/subpart-L) [CFR part 5, subpart L,](https://www.law.cornell.edu/cfr/text/24/part-5/subpart-L) as supplemented by this section, apply to all eligibility and termination decisions that are made with respect to ESG rental assistance on or after December 16, 2016. The recipient must ensure that the requirements under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5/subpart-L) [subpart L,](https://www.law.cornell.edu/cfr/text/24/part-5/subpart-L) are included or incorporated into rental assistance agreements and leases as provided in [§ 576.106(e) and (g).](https://www.law.cornell.edu/cfr/text/24/576.106) The ESG program must comply with [24 CFR §576.409](https://www.law.cornell.edu/cfr/text/24/576.409) regarding determining program participant eligibility for protection under VAWA, notification of landlords, emergency transfer plans, and other requirements contained in the statute.

***{Agency Name}*** will present The “Notice of Occupancy Rights under the Violence Against Women Act” based on HUD form 5380, and the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking,” HUD form 5382, in all of the following instances:

* 1. All applicants for short- and medium-term rental assistance at the time of admittance or denial;
  2. Program Participants of short- and medium-term rental assistance before the execution of a Rental Assistance Agreement;
  3. Program Participants of short- and medium-term rental assistance with any notification of eviction or notification of termination of assistance;
  4. Program Participants of short- and medium-term rental assistance either during an annual recertification or lease renewal process, whichever is applicable.

While it is not optional to provide the two forms listed above, it is optional to **complete** HUD form 5382. HUD form 5382 should be completed if the applicant or Program Participants are seeking VAWA protections.

{Agency Name} will also have participants sign the Violence Against Women Act – Notification Certification Form.

HUD Form 5380, HUD Form 5382, and Notification Certification Form can be found in the appendix on pages: [91-103.](#_bookmark80)

***[ESG Minimum](https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf)*** [***Habitability Standards for Emergency Shelters and Permanent Housing***](https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf)

The Emergency Solutions Grants (ESG) Program interim rule, at [24 CFR 576.403,](https://www.law.cornell.edu/cfr/text/24/576.403) establishes minimum standards for safety, sanitation, and privacy in emergency shelters funded with ESG, and minimum habitability standards for permanent housing funded under the Rapid Re-housing and Homelessness Prevention components of ESG. **[Agency Name]** uses the [ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing:](https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards-Checklists.docx) [Checklists](https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards-Checklists.docx) to ensure safety, sanitation, and privacy.

A copy of the ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing Checklists is included in the appendix on [Page 104.](#_bookmark85)

***Lead-Based Paint***

The lead‐based paint requirements exist to protect vulnerable families from potential health hazards. To prevent lead poisoning in young children, **{Agency Name}** must comply with the Lead‐Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, H, J, K, M, and R. Under ESG, the lead requirements apply regardless of whether a household is remaining in an existing unit or moving to a new unit. The visual assessment must be completed before ESG assistance being provided, and annually thereafter. **{Agency Name}** is responsible for ensuring that property owners and managers meet the lead‐based paint requirements.

* Lead-Based Paint Hazards Brochure
  + A copy of the Lead-Based Paint Hazards Brochure can be found in the appendix on page [109.](#_bookmark86)
* Lead-Based Paint Visual Assessment
  + Individuals at **{Agency Name}** will complete the ESG Lead-Based Paint Visual Assessment form, all individuals who complete the ESG Lead-Based Visual Assessment form have completed the online Lead-Based Paint Training found here: https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm
  + A copy of the ESG Lead-Based Visual Assessment can be found in the appendix on [page 129.](#_bookmark87)
* Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
  + **{Agency Name}** will require Lessor’s to document and disclose information on Lead-Based Paint and/or Lead-Based Paint Hazards using the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form.
  + A copy of the Disclosure of Information on Lead-Based Paint and/or Lead- Based Paint Hazards can be found in the appendix on [page 130.](#_bookmark88)

***Emergency Solutions Grant Program Components and Eligibility***

**{*EXAMPLE: ONLY INCLUDE PROGRAM COMPONENTS YOUR AGENCY IS PROPOSING TO INCLUDE IN YOUR APPLICATION AND TO PARTICIPANTS, ENSURE YOU UPDATE THE “SERVICES SECTION BASED ON SERVICES IN THE CFR WHICH YOU ARE PROPOSING TO PROVIDE, I HAVE LISTED ALL***

***SERVICES ELIGIBLE IN THE CFR, DELETE THE SERVICES YOU ARE NOT INTENDING TO PROVIDE*.}**

A. Homelessness Prevention

1. Homelessness Prevention Purpose

To serve individuals and families who are at imminent risk of becoming homeless. Homelessness Prevention Funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in [§ 576.2.](https://www.law.cornell.edu/cfr/text/24/576.2) This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in [§ 576.2](https://www.law.cornell.edu/cfr/text/24/576.2) and have an annual income below 30 percent of median family income for the area, as determined by HUD for Annual Allocation funding and for Emergency Solutions Grant CARES funding, have an annual income below 50 percent of the median family income for the area, as determined by HUD.

1. Homelessness Prevention Eligibility

All Program Participants will be evaluated at program entry for eligibility based on the following criteria. **{Agency Name}**. Homelessness Prevention participants will be screened for eligibility using a Homelessness Prevention Intake form which includes collecting homeless status and Income**. *Example Homelessness Prevention Forms can be found in the Appendix from pages*** [***131-215.***](#_bookmark89)

**FOR ANNUAL ALLOCATION FUNDS:** All applicants for homeless prevention must meet 30 percent of AMI qualification and not have resources or other support to prevent them from becoming homeless.

**FOR CARES ACT FUNDS:** All applicants for homeless prevention must meet 50 percent of AMI qualification and not have resources or other support to prevent them from becoming homeless.

Participants must also be in one of the following categories:

Participants who are at risk of homelessness and meet the criteria under the [“at risk](https://www.law.cornell.edu/cfr/text/24/576.2) [of homelessness”](https://www.law.cornell.edu/cfr/text/24/576.2) definition in 576.2,

* + **Category 1 Definition:** An individual or family who: (i) Has an annual income below 30% or 50%[4](#_bookmark24) of median family income for the area (depending on Annual vs. CV funds); **AND**
    - (ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in [Category 1 of the “homeless” definition;](https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf) **AND**
* (iii) Meets one of the following conditions:
  + § 576.2 iii (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance;
  + § 576.2 iii (B) Is living in the home of another because of economic hardship;
  + § 576.2 iii (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  + § 576.2 iii (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals;
  + § 576.2 iii (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
  + § 576.2 iii (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution)

1. For services requiring income determination, Program Participant annual income must not exceed 30% Area Median Family Income (AMFI) as determined by HUD- for ESG CV 19 funds AMFI may not exceed 50% AMFI<https://www.huduser.gov/portal/datasets/il.html>

* § 576.2 iii (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the [recipient’s approved Con Plan.](https://www.tdhca.state.tx.us/housing-center/pubs-plans.htm)
  + If a program participant qualifies under § 576.2 iii (G), the subrecipient should check with TDHCA at [esg@tdhca.state.tx.us](mailto:esg@tdhca.state.tx.us)
* **Category 2 Definition:** A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the [Runaway and Homeless Youth Act](https://www.law.cornell.edu/topn/runaway_and_homeless_youth_act) ([42 U.S.C. 5732a(3))](https://www.law.cornell.edu/uscode/text/42/5732a#3), section 637(11) of the [Head Start Act](https://www.law.cornell.edu/topn/head_start_act) ([42 U.S.C. 9832(11))](https://www.law.cornell.edu/uscode/text/42/9832#11), section 41403(6) of the [Violence Against Women Act of 1994](https://www.law.cornell.edu/topn/violence_against_women_act_of_1994) ([42 U.S.C. 14043e-2(6))](https://www.law.cornell.edu/uscode/text/42/14043e-2#6), section 330(h)(5)(A) of the [Public Health Service Act](https://www.law.cornell.edu/topn/public_health_service_act) [(42 U.S.C. 254b(h)(5)(A))](https://www.law.cornell.edu/uscode/text/42/254b#h_5_A), section 3(m) of the [Food and Nutrition Act of 2008](https://www.law.cornell.edu/topn/food_and_nutrition_act_of_2008) [(7 U.S.C. 2012(m))](https://www.law.cornell.edu/uscode/text/7/2012#m), or section 17(b)(15) of the [Child Nutrition Act of 1966](https://www.law.cornell.edu/topn/child_nutrition_act_of_1966) ([42 U.S.C. 1786(b)(15)](https://www.law.cornell.edu/uscode/text/42/1786#b_15));
* **Category 3 Definition:** A child or youth who does not qualify as

“homeless” under this section, but qualifies as “homeless” under section 725(2) of the [McKinney-Vento Homeless Assistance Act](https://www.law.cornell.edu/topn/mckinney_act) ([42](https://www.law.cornell.edu/uscode/text/42/11434a#2) [U.S.C. 11434a(2))](https://www.law.cornell.edu/uscode/text/42/11434a#2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Participants who are homeless and meet the criteria under the [(2), (3), or (4) of](https://www.law.cornell.edu/cfr/text/24/576.2) [the “homeless” definition in § 576.2](https://www.law.cornell.edu/cfr/text/24/576.2)

* **Category 2 Definition:** An individual or family who will imminently lose their primary nighttime residence, provided that:
  + (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  + (ii) No subsequent residence has been identified; **and**
* (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
* **Category 3 Definition:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, **but who**:
  + (i) Are defined as homeless under section 387 of the Runaway

and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b)

of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

* + (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  + (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; **and**
  + (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;
* **Category 4 Definition:** Any individual or family who:
  + (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life- threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  + (ii) Has no other residence; **and**
  + (iii) Lacks the resources or support networks, e.g., family, friends, faith-based, or other social networks, to obtain other permanent housing.

1. Homelessness Prevention Priority Population

**Targeting Homelessness Prevention Assistance:** Currently, the TX BoS CoC does not have a standardized assessment tool for all ESG Program-funded Homelessness Prevention projects to utilize. In the TX BoS CoC, it is highly recommended that ESG Program-funded Homelessness Prevention projects use an assessment tool to target homelessness prevention assistance. **{Agency Name does or does not utilize an assessment tool to target homelessness prevention assistance IF agency does utilize an assessment tool for Homelessness Prevention input into Appendices}** This ensures

that households with the highest service needs are served before households with lower service needs.

1. Homelessness Prevention Coordinated Entry Procedures

In the TX BoS CoC, ESG Program-funded Homelessness Prevention projects should participate in the local Coordinated Entry (CE) process.

{ADD NEXT PARAGRAPH IF AGENCY IS NOT AN ENTRY POINT AND IF APPLICABLE TO

***THE AGENCY}* [Agency Name]** participates in the local CE process by providing referrals to Entry Points when households who are literally homeless or fleeing or attempting to flee domestic violence are identified. Entry Points are the points of access, or front doors, into the local housing crisis response system. This process can look like informing a household about the purpose of the local CE process and completing a warm handoff to an Entry Point.

**{*ADD NEXT PARAGRAPH IF AGENCY IS RECEIVING AGENCY*} [Agency Name]** is a

Receiving Agency in the **[CE region name]** region and receives referrals from the local CE process for the Homelessness Prevention project. The referral process is often facilitated in the Homeless Management Information System (ClientTrack) or a comparable database.

**{*ADD NEXT PARAGRAPH IF AGENCY IS AN ENTRY POINT*} [Agency Name]** serves as an

Entry Point for the **[CE region]** name. **[Agency Name]** designates at least one staff member to complete Assessor training with the TX BoS CoC and serve as an Assessor. If the agency is unable to assist households because they are not eligible for homelessness prevention assistance and they are literally homeless or fleeing or attempting to flee domestic violence, Assessors have access in HMIS to complete CE enrollment with these households, record referrals to housing and supportive services, and place households on the region’s Housing Priority List.

1. Homelessness Prevention Housing Relocation and Stabilization Services:

**{*NOTE: ONLY INCLUDE SERVICES THAT YOUR AGENCY INTENDS TO PROVIDE - DELETE SERVICES YOU ARE NOT GOING TO PROVIDE AND LIST THEM IN YOUR “SERVICES NOT PROVIDED SECTION” OF EACH COMPONENT.*}**

1. Financial assistance costs

Subject to the general conditions under [§ 576.103](https://www.law.cornell.edu/cfr/text/24/576.103) and [§ 576.104,](https://www.law.cornell.edu/cfr/text/24/576.104) **{Agency Name}** ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

* + (1) Rental application fees
    - Amounts offered for Rental Application fees: **{Agency Name}** will pay the rental housing application fee that is charged by the owner to all applicants per § 576.105(1).
  + (2) Security deposits.
    - Amounts offered for Security Deposits: **{Agency Name}** will pay the security deposit that is equal to no more than 2 months’ rent per § 576.105(2)
  + (3) Last month's rent.
    - Amounts offered for Last month’s rent: If necessary to obtain housing for a program participant, the last month's rent may be paid by **[Agency Name]** to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance **must not exceed** one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any

3-year period for ESG Annual Funding and 12 months in 1 year for ESG CARES funding per § 576.105(3).

* + (4) Utility deposits.
    - Amounts offered for Utility Deposits: **{Agency Name}** will pay the standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
  + (5) Utility payments.
    - {Agency Name} may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments.

Eligible utility services are **gas, electric, water, and sewage**. No program participant shall receive more than 24 months of utility assistance within any 3 years.

* + (6) Moving costs.
    - **{Agency Name}** may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
  + (7) If a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) receiving short- or medium-term rental assistance under [§ 576.106](https://www.law.cornell.edu/cfr/text/24/576.106) meets the conditions for an emergency transfer under [24 CFR 5.2005](https://www.law.cornell.edu/cfr/text/24/5.2005)(e), ESG funds may be used to pay amounts owed for breaking a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) to effect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under § 576.106.

1. Services costs

Subject to the general restrictions under [§ 576.103](https://www.law.cornell.edu/cfr/text/24/576.103) and [§ 576.104,](https://www.law.cornell.edu/cfr/text/24/576.104) ESG funds may be used to pay the costs of providing the following services:

* + (1) **{Agency Name}** offers Housing search and placement which include services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, including the following:
    - Assessment of housing barriers, needs, and preferences;
    - Development of an action plan for locating housing;
    - Housing search;
    - Outreach to and negotiate with owners;
    - Assistance with submitting rental applications and understanding leases
    - Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
      * For Lead-Based Paint requirements, the agency will refer to [24 CFR §576.403 (a);](https://www.law.cornell.edu/cfr/text/24/576.403)
        + (a) Lead‐based paint rem ed iation and d isclosure. The Lead‐Based Paint Poisoning Prevention Act (42 U.S.C. 4821‐4846 ), the Resid ential Lead ‐Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851‐4856 ), and im p lem enting reg ulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by the program participant.
        + For units constructed before 1978:

A copy of “Protect Your Family From Lead in Your Home,” must be presented to the Lessee

HUD’s disclosure form for rental properties must be presented to the tenants

If applicable, [HUD’s Lead Screening Worksheet](https://www.hudexchange.info/resource/1205/hprp-lead-based-paint-screening-worksheet/)

* + - Assistance with obtaining utilities and making moving arrangements; and
    - Tenant counseling.
  + Annual Allocation Funding: (2) **{Agency Name}** offers Housing stability case management: ESG funds may be used to pay the cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. Housing Stability case management cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities of Housing Stability case management consist of:

1. Using the centralized or coordinated assessment system as

required under [§ 576.400(d),](https://www.law.cornell.edu/cfr/text/24/576.400) to evaluate individuals and families applying for or receiving homelessness prevention or rapid re- housing assistance;

1. Conducting the initial evaluation required under [§ 576.401(a),](https://www.law.cornell.edu/cfr/text/24/576.401) including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re- housing assistance;
2. Counseling;
3. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
4. Monitoring and evaluating program participant progress;
5. Providing information and referrals to other providers;
6. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
7. Conducting re-evaluations required under [§ 576.401(b).](https://www.law.cornell.edu/cfr/text/24/576.401)
   * CARES Act Funding: (2) **{Agency Name}** offers Housing stability case management: ESG funds may be used to pay the cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3 years **is waived** solely for those program participants who reach their 24-month maximum assistance during the period beginning on the presumed start of this crisis, January 21, 2020

– the date the first confirmed case was reported in the United States, and ending 6 months from the date of publication [Notice CPD-20-08](https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf)

(March 3, 2021), provided that the services are only extended for these program participants for up to a maximum of an additional 6 months; Component services and activities of Housing Stability case management consist of:

1. Using the centralized or coordinated assessment system as required under [§ 576.400(d),](https://www.law.cornell.edu/cfr/text/24/576.400) to evaluate individuals and families applying for or receiving homelessness prevention or rapid re- housing assistance;
2. Conducting the initial evaluation required under [§ 576.401(a),](https://www.law.cornell.edu/cfr/text/24/576.401) including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re- housing assistance;
3. Counseling;
4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
5. Monitoring and evaluating program participant progress;
6. Providing information and referrals to other providers;
7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
8. Conducting re-evaluations required under [§ 576.401(b).](https://www.law.cornell.edu/cfr/text/24/576.401)
   * (3) Mediation: **{Agency Name}** may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, if the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
   * (4) Legal Services: **{Agency Name}** may pay for legal services, as outlined in [§ 576.102(a)(1)(vi),](https://www.law.cornell.edu/cfr/text/24/576.102) except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
   * (5) Credit repair: **[Agency Name}** may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of debt.
9. Maximum amounts and periods of assistance

**Annual: {Agency Name has or has not}** set a maximum dollar amount that a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) may receive for each type of financial assistance

under [paragraph (a)](https://www.law.cornell.edu/cfr/text/24/576.105#a) of this section. **{Agency Name has or has not}** also set a

maximum period for which a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) may receive any of the types of assistance or services under this section. However, for housing stability case management, the [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) period for which any [program](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) [participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) may receive the services under [paragraph (b)](https://www.law.cornell.edu/cfr/text/24/576.105#b) of this section must not exceed 24 months during any 3 years. The limits on the assistance under this section apply to the [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) assistance an individual receives, either as an individual or as part of a family.

**CARES FUNDS: *(c) Maximum amounts and periods of assistance:*** (i) The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3 years is waived solely for those program participants who reach their 24-month maximum assistance during the period beginning on the presumed start of this crisis, January 21, 2020 – the date the first confirmed case was reported in the United States, and ending 6 months from the date of publication of [Notice CPD-20-08,](https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf) (March 3, 2021) provided that the services are only extended for these program participants for up to a maximum of an additional 6 months;

1. Use with other subsidies

Financial assistance under [paragraph (a)](https://www.law.cornell.edu/cfr/text/24/576.105#a) of this section cannot be provided to

a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) who is receiving the same type of assistance through other public sources or to a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

1. Housing counseling

Housing counseling, as defined in [§ 5.100,](https://www.law.cornell.edu/cfr/text/24/5.100) that is funded with or provided in connection with ESG funds must be carried out in accordance with [§ 5.111.](https://www.law.cornell.edu/cfr/text/24/5.111)

When [recipients](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) or sub [recipients](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in [§ 5.100,](https://www.law.cornell.edu/cfr/text/24/5.100) and therefore are not required to be carried out in accordance with the certification requirements of [§](https://www.law.cornell.edu/cfr/text/24/5.111) [5.111](https://www.law.cornell.edu/cfr/text/24/5.111)

1. Duration and Amount of Housing Stabilization and/or Relocation Services

**{Agency Name}** will provide comprehensive case management to ensure housing stability is achieved for all program participants who are interested in Housing Stability case management. Case managers are expected to complete a housing stability goal plan at program entry which includes goals set by the client to ensure housing stability and includes financial resources and necessary referrals needed to

achieve this stability. Case managers are expected to document and maintain records in the client file and HMIS.

**{Agency Name}** expects that case managers will maintain a reasonable caseload to adequately provide quality case management services to each program participant interested in supportive services. The maximum caseload for homeless

prevention case managers are 20 clients

1. Short-term and medium-term rental assistance

**{*NOTE: ONLY INCLUDE GENERAL PROVISIONS WHICH YOUR AGENCY IS GOING TO USE exclude***

***Annual Allocation details if your agency is only funded for ESG CARES Funds}***

1. General provisions of Short-Term and Medium-Term Rental Assistance
   * **Annual Allocation: {Agency Name}** is subject to the general conditions under [§](https://www.law.cornell.edu/cfr/text/24/576.103)

[576.103](https://www.law.cornell.edu/cfr/text/24/576.103) and [§ 576.104,](https://www.law.cornell.edu/cfr/text/24/576.104) **{Agency Name}** may provide a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. **{Agency Name}** defines short term as up to 3 months of rent. **{Agency Name}** defines medium-term rental assistance 4 to 24 months of rental assistance. **{Agency Name}** may also pay a rental arrears payment of a one-time payment for up to 6 months of rent in arrears, including any late fees on the arrears.

* + **CARES Funds: {Agency Name}** is subject to the general conditions under § 576.103 and § 576.104, The CARES Act and HUD CPD Notice 20-08, **{Agency Name}** may provide a program participant with up to 12 months of rental assistance during 12 months. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. **{Agency Name}** defines short term as up to 3 months of rent. **{Agency Name}** defines medium-term rental assistance 4 to 12 months of rental assistance. **{Agency Name}** may also pay a rental arrears payment of a one-time payment for up to 6 months of rent in arrears, including any late fees on the arrears.

1. Caps and conditions for Short-Term and Medium-Term Rental Assistance
   * Rental Assistance Percentage

**{Agency Name}** will not create limits for the percentage of rental assistance that a program participant may receive.

* + Participant Share

**{Agency Name**} will not have a minimum amount or percentage that program participants must pay while receiving homeless prevention services.

However, financial assistance will be provided in adherence to a progressive

engagement model, to provide the “lightest touch” intervention possible. Case managers approach all participants using progressive engagement to provide the “lightest touch” intervention possible. Progressive engagement is a model of service delivery that intentionally provides the smallest amount of helpful services (called a “light touch”) to help someone maintain or return to permanent housing. For those who do not obtain permanent housing after the “light touch” services, additional services are then added until the household can stabilize. Homelessness Prevention staff and a participant household together create a housing stabilization plan. Within a client housing stabilization plan, a case manager may identify that a client may begin paying a portion or percentage of their rent and utility costs if their income increases while enrolled in the program. Increases in client share will go into effect only at the point of client re-certification (every 3 months).

* + Duration and Amount of Assistance

**{Agency Name}** will not create limits for the amount of homeless prevention assistance that may be provided to clients. Duration of assistance will be based on a case by case basis to ensure each client has the full support necessary to achieve and maintain housing stability. Case managers are required to re- evaluate client eligibility:

* + - **ANNUAL:** Homeless Prevention clients will be re-certified at minimum every 3 months. The client’s income must continue to be below 30% of AMI at the time of re-certification to continue receiving assistance.
    - **CARES:** Homeless Prevention clients will be re-certified at minimum every 3 months. The client’s income must continue to be below 50% of AMI at the time of re-certification to continue receiving assistance.
    - **ANNUAL:** Clients are eligible to receive homeless prevention rental assistance for up to 24 months in any 3-year period.
    - **CARES:** Clients are eligible to receive homelessness prevention services up to 12 months of rental assistance in a 1-year period.
    - If there is a break in service (i.e., program participant stops receiving financial assistance one month) the client must be re-certified for program eligibility. If a rapid re-housing client has been exited from the program but faces a financial crisis they may be served with homelessness prevention (including within the same grant year) if funds are available and the client meets homelessness prevention eligibility requirements.
  + Use with other subsidies
    - Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970 (URA) during the period of time covered by the URA payments.

* + Rent Restrictions

**Annual Rental Restrictions**

* Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent (FMR) established by HUD[5](#_bookmark30), as provided under [24 CFR part 888,](https://www.law.cornell.edu/cfr/text/24/part-888) and complies with HUD's standard of rent reasonableness, as established under [24 CFR 982.507.](https://www.law.cornell.edu/cfr/text/24/982.507)
* Fair Market Rent and Rent Reasonableness

1. For ESG, the FMRs are effective generally at the start of the federal fiscal year (October 1).ESG does not use Small Area FMR. • Gross rent (including utilities) may not exceed the FMR.
2. If the gross rent for the unit exceeds either the rent reasonableness standard or FMR, ESG recipients are prohibited from using ESG funds for any portion of the rent, even if the household is willing and/or able to pay the difference.
3. Rent reasonableness and FMR requirements do not apply when a program participant receives only financial assistance or services under Housing Stabilization and Relocation Services.
4. Rent Reasonableness information must be collected for at least 3 comparable unassisted rental units within the area. Rent for a proposed unit may be considered reasonable if its Gross Rent is no more than 5% higher than the average Gross Rent of the comparable units analyzed
   * Step 1: **{Agency Name}** will first create a comparison checklist for each unit: comparing the proposed unit to three other units, comparing Address, Location, Size (# of Bedrooms), Type of Construction, Quality, Age in Years, Amenities, Maintenance/Condition, Utilities Included, Contract Rent, Utility Allowance, and Gross Rent.
   * Step 2: **{Agency Name}** will determine utility allowance,

{Agency Name} will obtain the utility allowance schedule applicable to voucher programs administered by the Public Housing Authority serving the area.

**{Agency Name}** will then circle the cost items applicable to the proposed unit.

1. <https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/select_Geography.odn> HUD waived 24 CFR [§576.106(d)(1),](https://www.law.cornell.edu/cfr/text/24/576.106) which requires total gross rent to be equal or less than the FMR established by HUD. Moving people into permanent housing is especially critical to prevent COVID-19, and this waiver will assist providers to more quickly locate additional units to house persons experiencing homelessness. The rent reasonableness standard still applies. The FMR requirement is waived from April 5, 2020, to September 30, 2020

* Step 3: **{Agency Name}** will complete the checklist to determine Gross Rent for each of the subject units. The Gross Rent will be used to determine if the proposed unit meets Policy Requirements. Contract Rent + Utility Allowance = Gross Rent
* Step 4: **{Agency Name}** will determine if the proposed unit, meets the policy requirements not to exceed 5% of the average Gross Rent of the Comparable Units.
* Step 5: Agency will compare Rent Reasonableness to the current Fair Market Rent published by HUD

**{Agency Name}** will document the basis for the Rent Reasonableness Decision in the project file. The project file will include: the checklist used, record information on the unassisted “comp” units, methods used and calculations, the person who conducted the determination, record the date of determination. **{Agency Name}** will provide sufficient information about the evaluation process so that a monitor can understand how comps were determined and reasonableness was established.

CARES Rental Restrictions

* Rental assistance cannot be provided unless the rent complies with HUD's standard of rent reasonableness, as established under [24 CFR](https://www.law.cornell.edu/cfr/text/24/982.507)

[982.507.](https://www.law.cornell.edu/cfr/text/24/982.507) (2) For purposes of calculating rent under this section, the rent shall equal the sum of the [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) monthly rent for the unit, any fees required for occupancy under the [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) (other than late fees and pet fees) and, if the [tenant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=60a190ad8fe7b79de7198c0ef8b33499&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

1. Rent Reasonableness information must be collected for at least 3 comparable unassisted rental units within the area. Rent for a proposed unit may be considered reasonable if its Gross Rent is no more than 5% higher than the average Gross Rent of the comparable units analyzed
   * Step 1: **{Agency Name}** will first create a comparison checklist for each unit: comparing the proposed unit to three other units, comparing Address, Location, Size (# of Bedrooms), Type of Construction, Quality, Age in Years, Amenities, Housing Services, Maintenance/Condition, Utilities Included, Contract Rent, Utility Allowance, and Gross Rent.
   * Step 2: **{Agency Name}** will determine utility allowance,

{Agency Name} will obtain the utility allowance schedule applicable to voucher programs administered by the Public Housing Authority serving the area.

**{Agency Name}** will then circle the cost items applicable to the proposed unit.

* + Step 3: **{Agency Name}** will complete the checklist to determine Gross Rent for each of the subject units. The Gross Rent will be used to determine if the proposed unit meets Policy Requirements. Contract Rent + Utility Allowance = Gross Rent
  + Step 4: **{Agency Name}** will determine if the proposed unit, meets the policy requirements not to exceed 5% of the average Gross Rent of the Comparable Units.

**{Agency Name}** will document the basis for the Rent Reasonableness Decision in the project file. The project file will include: the checklist used, record information on the unassisted “comp” units, methods used and calculations, the person who conducted the determination, record the date of determination. **{Agency Name}** will provide sufficient information about the evaluation process so that a monitor can understand how comps were determined and reasonableness was established.

* Rent Conditions

Assistance may only be provided in cases where a rental assistance agreement is in place between the **{Agency Name}** and Property owner, and a lease agreement is in place between the program participant and Property owner. {Agency Name} will only make payments directly to the housing owner or their agent, such as a property manager.

* + Rental Assistance Agreement

**{Agency Name}** will only make rental assistance payments to an owner with whom **{Agency Name}** has entered into a rental assistance agreement.

1. The rental assistance agreement required between **{Agency Name}** and the property owner must set forth the terms under which the rental assistance is being provided. It must at least include the following:
   * The owner must give **{Agency Name}** a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant.
   * The same payment due date, grace period, and late

payment penalty requirements as the program participant’s lease, as indicated in §576.106(f))

* + Lease
* Each [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) that is executed or renewed on or after *December 16, 2016,* must include all protections that apply to [tenants](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=60a190ad8fe7b79de7198c0ef8b33499&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and applicants

under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5) subpart L, as supplemented by § 576.409, except for the emergency transfer plan requirement under [24](https://www.law.cornell.edu/cfr/text/24) CFR [5.2005(e)](https://www.law.cornell.edu/cfr/text/24/5.2005) and [576.409(d).](https://www.law.cornell.edu/cfr/text/24/576.409) If the housing is not assisted under another “covered housing program”, as defined in [24 CFR 5.2003,](https://www.law.cornell.edu/cfr/text/24/5.2003) the agreement may provide that the [owner'](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)s obligations under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5) subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), expire at the end of the rental assistance period.

* The type of rental assistance being provided (tenant- based or project-based).
* Late Payments: If **{Agency Name}** incurs late payment penalties, it is the sole responsibility of **{Agency Name}** to pay those penalties using non-ESG funds, as indicated in §576.106(f).
* Program Participant Sharing in Rent: **{Agency Name}** may require the program participant to pay a portion of the monthly rental cost. In such cases, **{Agency Name}** has written policies and procedures for determining the program participant’s portion, the rental assistance agreement should specify the amount of rent to be paid by **{Agency Name}** and the amount to be paid by the program participant, as indicated in §576.106(b).
* Termination: When providing tenant-based rental assistance, the rental assistance agreement with the owner must terminate and no further rental assistance payments may be made under that agreement if: the program participant moves out of the housing unit; the lease terminates and is not renewed, or the program participant becomes ineligible to receive ESG rental assistance §576.106(h).

1. Each [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) receiving rental assistance must have a legally binding, written [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) for the rental unit unless the assistance is solely for rental arrears. The [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must be between the [owner](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and the [program participant.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written [lease,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) if the agreement gives

the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) an enforceable leasehold interest

under [state](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=cc0707efb2cf721de68fee8bce68a422&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) law and the agreement and rent owed are sufficiently documented by the [owner'](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)s financial records, rent ledgers, or canceled checks. Each [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) executed on or

after *December 16, 2016,* must include a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) provision or incorporate a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) addendum that includes all requirements that apply to tenants, the [owner](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5) subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by [24](https://www.law.cornell.edu/cfr/text/24/576.409) [CFR 576.409,](https://www.law.cornell.edu/cfr/text/24/576.409) including the prohibited bases for eviction and restrictions on construing [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) terms under [24 CFR 5.2005](https://www.law.cornell.edu/cfr/text/24/5.2005)(b) and (c). If the housing is not assisted under another “covered housing program,” as defined in [24 CFR 5.2003,](https://www.law.cornell.edu/cfr/text/24/5.2003)

the [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) provision or [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) addendum may be written to expire at the end of the rental assistance period.

1. Homelessness Prevention Rental Assistance Type

**{Agency Name}** provides Tenant-Based Rental Assistance. Program participants who receive [tenant-based rental assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=a841578a75eb10e04f517864c4f02aec&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as

the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) continues to meet the program requirements.

OR

**{Agency Name}** provides Project-Based Rental Assistance **{Agency Name}** identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, **{Agency Name}** may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

1. The [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may cover one or more permanent housing units in the same building. Each unit covered by the [rental assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)

[agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) (“assisted unit”) may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.

1. The [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may pay up to 100 percent of the first month's rent, provided that a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) signs a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before

a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) moves into the unit must not exceed the rent to be charged under the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and must be included when determining that [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) rental assistance.

1. The [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may make monthly rental assistance payments only for each whole or partial month an assisted unit is [leased](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) to a [program participant.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) When a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) moves out of an assisted unit,

the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may pay the next month's rent, *i.e.,* the first month's rent for a new [program participant,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) as provided in paragraph (i)(2) of this section.

1. The [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must not condition the term of occupancy to the provision of rental assistance payments. If the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the [lease,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and

the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

1. The [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must have an initial term of one year. When a new [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) moves into an assisted unit, the term of the [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may be extended to cover the initial term of the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) If the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) is renewed, the [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may be renewed or extended, as needed, up to the maximum number of months for which the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) remains eligible. However, under no circumstances may the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) commit ESG funds to be expended beyond the expenditure deadline in [§ 576.203](https://www.law.cornell.edu/cfr/text/24/576.203) or commit funds for a future ESG grant before the grant is awarded.

The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

1. Homelessness Prevention Services Not provided

**[services from the above list that your agency does not provide input where service participants can access these services if they are available in your community.] {*AN EXAMPLE: IF YOUR AGENCY DOES NOT PROVIDE LEGAL SERVICES, LIST “LEGAL SERVICES NOT PROVIDED, REFERRALS FOR LEGAL SERVICES WILL BE MADE TO - THEN INSERT NAME OF LEGAL SERVICES PROVIDER PER COORDINATED ENTRY POLICIES AND PROCEDURES*}**

1. Emergency Transfer

In accordance with the Violence Against Women Act (VAWA), **[Agency Name]** allows Program Participants who have experienced domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the Program Participant's current unit to another unit. **[Agency Name]** utilizes,

An example Emergency Transfer Plan can be found in the appendix on page [216.](#_bookmark94)

1. Street Outreach
   1. Street Outreach Purpose

To provide essential services, establish rapport with unsheltered homeless individuals and families, and connect them to available community services and permanent housing. The term “unsheltered homeless people,” means individuals and families who qualify as homeless under paragraph (1) (i) of the “homeless” definition under § 576.2.

* 1. Street Outreach Eligibility

All Program Participants will be evaluated at program entry for eligibility based on the following criteria. **{Agency Name}** uses the Intake in the Appendices to determine eligibility

and homeless status. ***Example Street Outreach Forms can be found on page*** [***223***](#_bookmark98) ***of the appendix.***

For Street Outreach: Participants must qualify as homeless under paragraph [(1) (i) of the](https://www.law.cornell.edu/cfr/text/24/576.2) [“homeless” definition under § 576.2.](https://www.law.cornell.edu/cfr/text/24/576.2)

*Homeless* means:

* + 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
       1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  1. Street Outreach Priority Population:

**{Agency Name}** focuses on X population. Input N/A if there is no Priority Population.

* 1. Targeting and providing services to people living in unsheltered locations:

To target and provide services related to street outreach, **[Agency Name]** takes the following approach, which includes but is not limited to the following procedures:

***{These are examples of best practices, which your agency may implement. These are based on the core components of street outreach document released by the United States Interagency Council on Homelessness in 2019.***[***6***](#_bookmark39)***}***

1. [*https://www.usich.gov/resources/uploads/asset\_library/Core-Components-of-Outreach-2019.pdf*](https://www.usich.gov/resources/uploads/asset_library/Core-Components-of-Outreach-2019.pdf)

* At **[Agency Name]** street outreach efforts are systematic, coordinated, and comprehensive.
  + Street outreach efforts are coordinated and targeted with the broader network of programs, services, or staff who are likely to encounter individuals experiencing unsheltered homelessness, but whose regular focus is broader than homelessness including the following involved entities: **{*Note: Only keep the items in the list below that are relevant for your organization*}**
    - Law enforcement and other first responders,
    - **Hospitals involved,**
    - **Health and behavioral healthcare providers,**
    - **Child welfare agencies,**
    - **Homeless education liaisons,**
    - **Workforce systems,**
    - **Faith-based organizations,**
    - **And other community-based providers,**
* Street outreach is critical for connecting unsheltered households to housing and services.[7](#_bookmark40) In the TX BoS CoC ESG, program-funded street outreach projects must be entry points for unsheltered households in the local coordinated entry (CE) process. **[Agency Name]** serves as an entry point for the **[CE region name]** region.
* **[Agency Name]** designates at least one street outreach worker to complete assessor training with the TX BoS CoC and serve as an assessor. These staff members can then identify and engage with unsheltered households who agree and are eligible to participate in the local CE process. Due to the nature of street outreach, it is understandable if it takes several engagements to proceed with the CE process. Street Outreach workers serving as assessors have access in HMIS to complete the CE enrollment with unsheltered households, record referrals to housing and supportive services, and place households on the region’s housing priority list.
* At **[Agency Name]** street outreach efforts are housing-focused:
  + **[Agency Name]**’s street outreach program does not require individuals to enter an emergency shelter or transitional housing as an ‘interim step’ or prerequisite to accessing stable housing. However, street outreach does make immediate connections to an emergency shelter or temporary housing to provide safe options while individuals and families are on a pathway toward stability.

1. United States Department of Housing and Urban Development. (2017). *Notice CPD-17-01: Notice Establishing Additional Requirements for Continuum of Care Centralized or Coordinated Assessment System.*[https://files.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a- Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf](https://files.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf)

* To the extent possible, **[Agency Name]**’s street outreach program utilizes a housing-first approach that does not impose preconditions to make referrals to permanent housing, shelter, or other temporary housing. Some housing options in the homelessness system may not be available due to specific eligibility criteria.
* **[Agency Name]’s** street outreach project is person-centered, trauma-informed, and culturally responsive:
  + Street outreach utilizes a person-centered approach, focused on the individual’s strengths and resources, and never makes assumptions about what a person might need or want.
  + Street outreach workers provide people experiencing homelessness with multiple opportunities to say ‘no’ and make repeated offers of assistance as necessary throughout the engagement process.
  + Street outreach staff receive regular training in evidence-based practices, including trauma-informed care, and are proficient in utilizing such practices.
  + Street outreach providers employ outreach staff with lived experience and offer commensurate compensation to all outreach staff.
  + Street outreach efforts are respectful and responsive to the beliefs and practices, sexual orientations, disability statuses, age, gender identities, cultural preferences, and linguistic needs of all individuals.
  + Street outreach staff work closely with street outreach and TX BoS CoC staff to analyze local data regarding racial inequities and disparities among people experiencing homelessness, tailor and customize their efforts to ensure that equity is being achieved within their outreach activities and outcomes. This might include diversifying staff and leadership, assuring appropriate geographic coverage, training all staff in issues of equity and cultural competency, and regularly analyzing performance and outcomes with a focus on racial equity.
  + Street outreach workers utilize problem-solving techniques to identify strengths and existing support networks, explore possible safe housing options outside the homelessness service system, such as reunification with family, and connect the individual to community support and services.
* **[Agency Name]’s** street outreach project emphasize safety and reduce harm:
  + Street outreach workers have protocols in place to ensure the safety of all individuals seeking assistance.
  + Street outreach efforts utilize harm reduction principles, including the non- judgmental, non-coercive provision of services and resources.
  + Street outreach efforts accept that some individuals may not initially accept offers of an emergency shelter or housing assistance. While maintaining a

focus on creating connections to permanent housing, outreach workers establish rapport and reduce harm by providing critical, life-saving resources such as food, water, clothing, blankets, and other necessities**.**

* 1. Street Outreach Services for Program Participants:

**{*NOTE: ONLY INCLUDE SERVICES THAT YOUR AGENCY INTENDS TO PROVIDE - DELETE SERVICES YOU ARE NOT GOING TO PROVIDE AND LIST THEM IN YOUR “SERVICES NOT PROVIDED SECTION” OF EACH COMPONENT.*}**

* Case Management Services including:
  + Assessing housing and service needs of program participants
  + Arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.
  + Using the centralized or coordinated assessment system as required under

[§ 576.400(d)](https://www.law.cornell.edu/cfr/text/24/576.400)

* + Conducting the initial evaluation required under [§ 576.401(a),](https://www.law.cornell.edu/cfr/text/24/576.401) including verifying and documenting eligibility;
  + Counseling; Developing, Securing, and Coordinating services for the program participant
  + Obtaining Federal, State, and local benefits; monitoring and evaluating program participants progress;
  + Providing information and referrals to other providers for program participants
  + Developing an individualized housing and service plan, including planning a path to permanent housing stability for program participants
* Engagement Services including:
  + Crisis Counseling
  + Addressing urgent physical needs;
    - Providing meals
    - Providing blankets
    - Providing clothes
    - Providing toiletries.
    - Services to connect and provide information and referrals to programs targeted to those experiencing homelessness and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.
* Emergency Health Services: to the extent that other appropriate health services are

inaccessible or unavailable within the service area.

* + Direct outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings.
  + Assessment of a program participant's health problems
  + Developing a treatment plan
  + Assisting program participants to understand their health needs;
  + Providing directly or assisting program participants to obtain appropriate emergency medical treatment
  + Providing medication and follow-up services.
* Emergency Mental Health Services: to the extent that other appropriate health services are inaccessible or unavailable within the service area.
  + Direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings
  + Eligible treatment may consist of:
    - Crisis interventions,
    - The prescription of psychotropic medications,
    - Explanation about the use and management of medications,
    - Therapeutic approaches to address multiple problems.
* Transportation Services:
  + (i) The cost of a program participant's travel on public transportation
* Services for Special Populations: so long as the costs of providing these services are eligible under paragraphs [(a) (1) through (a) (5) of Section 24 CFR § 576.101.](https://www.law.cornell.edu/cfr/text/24/576.101)
  + Services for homeless youth
  + Services for victim services
    - The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.
  + Services for people living with HIV/AIDS
  1. To ensure Street Outreach participants are targeted and provided {Agency Name} utilities the following eligible costs:
* Engagement Costs:
  + The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them to provide immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
* Case Management Costs:
  + The costs associated with a case manager to assess housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the [program participant.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.101)
* Transportation Costs:
  + The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this

section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

* + - (ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
    - (iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
    - (iv) The travel costs of **{Agency Name}** staff to accompany or assist program participants to use public transportation.
  1. Street Outreach Services Not Provided

[Services from the above list that your agency does not provide, input where service participants can access these services if they are available in your community]

{AN EXAMPLE: IF YOUR AGENCY DOES NOT PROVIDE LEGAL SERVICES, LIST “LEGAL SERVICES NOT PROVIDED, REFERRALS FOR LEGAL SERVICES WILL BE MADE TO - THEN INSERT NAME OF LEGAL SERVICES PROVIDER PER COORDINATED ENTRY POLICIES AND PROCEDURES}

1. Emergency Shelter
   1. Emergency Shelter Purpose:

**For General Emergency Shelters:** To provide safe and temporary shelter for homeless families and individuals including victims of domestic violence as space allows.

**For Domestic Violence Emergency Shelters:** To provide safe and temporary shelter for victims of domestic violence and other homeless as space allows. **{Agencies who are Domestic Violence Providers must also demonstrate safeguards to meet safety and shelter needs of special populations per 24 CFR §576.400(e)(3)(iii).}**

* 1. Emergency Shelter Eligibility

For General Emergency Shelters: Participants must meet the “homeless” definition in 24 CFR 576.2: homeless status will be verified in Emergency Shelter Intake found in the appendix.

[Example](https://www.law.cornell.edu/cfr/text/24/part-576) Emergency Shelter Forms can be found on page [249](#_bookmark99) of the appendix.

**Homeless Means:**

* + 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
       1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
       2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
       3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
    2. An individual or family who will imminently lose their primary nighttime residence provided that:
       1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
       2. No subsequent residence has been identified; and
       3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
    3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
       1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
       2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
       3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
       4. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
    4. Any individual or family who:
       1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
       2. Has no other residence; **and**
       3. Lacks the resources or support networks, e.g., family, friends, faith- based, or other social networks, to obtain other permanent housing.

Eligibility for domestic violence emergency shelters: victims of domestic violence and others experiencing homelessness as space permits.

* 1. Emergency Shelter Priority Population:

**For General Emergency Shelters:** Priority for unsheltered people, including those living on the streets, in abandoned buildings, vehicles, or other places “not suitable for human habitation”, those who are most vulnerable, and have the most severe service needs.

Eligibility for shelter services will be determined by phone or in-person before services begin, using an intake. If there is insufficient emergency shelter capacity, **[Agency Name]** will prioritize unsheltered individuals and families who are at greatest risk for severe health and safety consequences if not sheltered.

**For Domestic Violence Emergency Shelters**: Victims of domestic violence and others experiencing homelessness as space permits.

* 1. Emergency Shelter Coordinated Entry Procedures:

In the TX BoS CoC, ESG Program-funded Emergency Shelter projects must participate in the local Coordinated Entry (CE) process. This ensures that households have access to emergency services independent of the operating hours of the local CE process. **[Agency Name]** receives referrals for their Emergency Shelter project from the local CE process. The referral process is often facilitated in the Homeless Management Information System (ClientTrack) or a comparable database.

**{*ADD NEXT PARAGRAPH IF AGENCY IS NOT AN ENTRY POINT*} [Agency Name]** also

connects households who are literally homeless or fleeing or attempting to flee domestic violence to the local CE process. This can look like informing a household about the purpose of the local CE process and completing a warm handoff to an Entry Point in the **(CE region)** name.

**{*ADD NEXT PARAGRAPH IF AGENCY IS AN ENTRY POINT}*** In addition, **[Agency Name]** serves as an Entry Point for the **(CE region)** name. **[Agency Name]** designates at least one staff member to complete Assessor training with the TX BoS CoC and serve as an Assessor.

Assessors can identify and engage with households who agree and are eligible to participate in the local CE process. Assessors have access in HMIS to complete the CE enrollment with these households, record referrals to housing and supportive services, and place households on the region’s Housing Priority List to be matched to housing interventions.

Please note that when a household exits the Emergency Shelter project, it does not mean that they have completed their progress towards housing via Coordinated Entry. In the TX BoS CoC, Coordinated Entry is an interagency, system-wide program enrollment in HMIS that tracks a household’s progress toward permanent housing.

* 1. Essential Emergency Shelter Project Elements:

*Low-Barrier*

**[Agency Name]** maintains as few barriers to entry as possible, e.g., **[Agency Name]** does not require participants to have income, maintain sobriety, provide identification, have a clean criminal record, participate in mental health treatment, including taking medication, etc.

*Safety*

**[Agency Name]** Emergency Shelter provides a safe physical environment for participant households, including a secure place to store personal belongings, sleeping space, and

adequate hygiene facilities. **[Agency Name]** Emergency Shelter provides at least one meal per person, per day to participant households, free of cost.

* 1. Admission, Diversion, Referral, and Discharge from Emergency Shelter

Diversion:

Diversion is a type of Homelessness Prevention that is not always dependent on funding to be successful; sometimes some mediation is needed to get someone back into their housing. It is often a series of conversations and problem-solving strategies. Diversion serves to assist households in quickly resolving their housing crisis and avoiding prolonged homelessness so that community resources are prioritized for households most in need of intensive housing services.

Every attempt will be made to divert clients experiencing homelessness whenever possible to prevent a household’s entry into a shelter by diverting them to other safe, appropriate housing options provided by the household’s social support network and/or in the community.

Admission:

Eligibility for shelter services will be determined by phone or in-person before services begin, using an intake **{*Agency should attach their intake*}**

Length of stay at the shelter: **[Agency Name]** will focus on individualized housing plans connected to the community’s coordinated entry process, therefore, length of shelter stays will vary and not be set as each shelter stay is based on individual clients needs, preferences, and housing availability.

Safeguards to meet the safety and shelter needs of special populations:

*Victims of domestic violence, dating violence, sexual assault, and stalking:*

At **[Agency Name]** no individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the individual or family otherwise qualifies for admission or occupancy. The terms “affiliated individual,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in [24 CFR 5.2003.](https://www.law.cornell.edu/cfr/text/24/part-2003)

*Families: Prohibition against involuntary family separation.*

At **[Agency Name]** The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency

Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

*Individuals and Families who have the highest barriers to housing and are likely to be homeless the longest:*

**[Agency Name]** will prioritize unsheltered individuals and families who are at the greatest risk for severe health and safety consequences if not sheltered.

Referrals & Discharge:

**[Staff title ex: Program Manager, Executive Director, Case Manager)** will review all exits (voluntary and involuntary) to determine if the client is appropriate for other community resources including [Agency Name] Rapid Re-housing Program (if available). All referrals will be made to other service providers and [Agency Name] Permanent Housing programs, using the **[Local Coordinated Entry Process]**. Every attempt will be made to avoid discharging an individual or family back into homelessness.

* 1. Assessing, prioritizing, reassessing participant's needs for essential services related to emergency shelter

Assessing

Individuals receiving Emergency Shelter services through **[Agency Name]** may choose to utilize essential services, in which case they do participate in essential services participants will go through a conversation with their case manager which may include an assessment to help identify individual needs and barriers; determine appropriate referrals to help address needs and barriers, and develop a goal plan and safety plan specific to their situation. While utilizing the Emergency Shelter, individuals and families may receive the following essential services: **[found on page # of Emergency Shelter Essential Services]** based on their intake. Participants may also be assessed through coordinated entry for other essential services in the community.

Prioritizing

Individuals who are experiencing mental health or emotional crisis will receive priority intervention for essential services. Individuals who report they are fleeing domestic violence, dating violence, sexual assault, or stalking will receive immediate access to a referral and phone to connect to the domestic violence provider for overnight emergency shelter if the agency is not a domestic violence provider.

Reassessment

Reassessment is a continual but informal process for homeless individuals and families utilizing the Emergency Shelter. Residents who prefer to use the facility only for bathing, cooking, and/or sleeping may decide at any time that they want to participate in a conversation for case management and housing placement. Individuals who are receiving case management and/or housing search are reassessed for progress toward goals on at least a weekly basis.

* 1. Services provided at [Agency Name] for Emergency Shelter service participants:

**{*NOTE: ONLY INCLUDE SERVICES THAT YOUR AGENCY INTENDS TO PROVIDE - DELETE SERVICES YOU ARE NOT GOING TO PROVIDE AND LIST THEM IN YOUR “SERVICES NOT PROVIDED SECTION” OF EACH COMPONENT.*}**

* Essential Services
  + Case management
    - Using the centralized or coordinated assessment system as required under § 576.400(d);
    - Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; **{*Agency may insert into the appendix their initial evaluation document and include the page number}***
    - Counseling
    - Developing, securing, and coordinating services and obtaining Federal, State, and local benefits
    - Monitoring and evaluating program participant progress; ***{Agency may insert into the appendix how the monitor/evaluate program participant progress through the use of*** [***S M A R T***](https://files.hudexchange.info/resources/documents/Writing-Measurable-Goals.pdf) ***goals and include the page number}***
    - Providing information and referrals to other providers; **{*Agency may insert into the appendix about information/referrals to other providers (COORDINATED ENTRY) and include the page number*}**
    - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
    - Developing an individualized housing and service plan, including planning a path to permanent housing stability.
  + Child Care
    - The costs of childcare for program participants including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible.
      * The children must be under the age of 13 unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates for its costs to be eligible.
  + Education

When necessary for the program participant to obtain and maintain housing

* + - The costs of improving knowledge and basic educational skills for:
      * Instruction or training in consumer education
      * Health education
      * Substance abuse prevention
      * Literacy
      * English as a Second Language
      * General Educational Development (GED)
    - Component services or activities can include:
      * Screening, assessment, and testing;
      * Individual or group instruction;
      * Tutoring;
      * Provision of books, supplies, and instructional material;
      * Counseling;
      * Referrals to community resources.
  + Employment
    - The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction
    - On-the-job instruction
    - Services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
    - The cost of providing reasonable stipends to program participants in employment assistance and job training programs is eligible.
    - Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
    - Services that assist individuals in securing employment which includes:
      * Employment screening,
      * Employment assessment
      * Employment testing;
      * Structured job skills and job-seeking skills;
      * Special training and tutoring,
        + Literacy training and prevocational training;
        + Books and instructional material;
        + Counseling or job coaching;
        + Referrals to community resources.
* Outpatient health services
  + Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals.
    - assessing a program participant's health problems and developing a treatment plan;
    - assisting program participants to understand their health needs;
    - providing directly or assisting program participants to obtain appropriate medical treatment,
    - preventive medical care,
    - and health maintenance services,
      * Including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.
* Legal Services
  + Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by a person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
  + Eligible subject matters include:
    - are child support,
    - guardianship,
    - paternity,
    - emancipation,
    - legal separation
    - orders of protection
    - other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, the appeal of veterans and public benefit claim denials,
    - In addition, the resolution of outstanding criminal warrants.
  + Legal Services include:
    - client intake,
    - preparation of cases for trial,
    - Provision of legal advice, representation at hearings, and counseling.
    - Fees are based on the actual service performed (i.e., the fee for service), only if the cost would be less than the cost of hourly fees.
    - Filing fees
    - Other necessary court costs
* Life Skills Training
  + Life skills training are budgeting resources,
  + managing money,
  + managing a household,
  + resolving conflict,
  + shopping for food and needed items,
  + improving nutrition,
  + using public transportation,
  + Parenting.
* Mental health Services

Mental Health Services may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

* + Eligible costs are the direct outpatient treatment by licensed

professionals of mental health conditions.

* + - Eligible treatment consists of:
      * crisis interventions;
      * individual, family, or group therapy sessions;
      * the prescription of psychotropic medications or explanations about the use and management of medications;
      * Combinations of therapeutic approaches to address multiple mental health concerns.
* Substance Abuse Services

Substance Abuse Treatment Services may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

* + Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
  + Eligible treatment consists of:
    - client intake and assessment,
    - Outpatient treatment for up to 30 days.
    - Group and individual counseling
    - Drug testing {***NOTE: UNDER FAIR HOUSING LAWS, IT IS NOT ILLEGAL TO ADMINISTER DRUG TESTING IN HOUSING AND SHELTER PROGRAMS, PROVIDED EVERY APPLICANT OR RESIDENT IS TESTED. HOWEVER, DRUG TESTING BY PUBLICLY FUNDED ENTITIES RAISES THE ISSUE OF A RESIDENT’S CONSTITUTIONAL RIGHT TO PRIVACY. THIS MEANS THAT SHOULD THE PRACTICE BE CHALLENGED IN COURT, IT WOULD BE UPHELD ONLY IF IT WERE SHOWN THAT THE GOVERNMENT (OR PROGRAM RECEIVING GOVERNMENT FUNDING) HAD AN OVERRIDING INTEREST IN DOING THE TESTING, SUCH AS PUBLIC SAFETY. PROVIDERS DOING RANDOM TESTING SHOULD BE VERY CAUTIOUS THAT WHATEVER PROCEDURE THEY USE HAS NO RISK OF***

***POSSIBLE DISCRIMINATION, HOWEVER UNINTENDED. PROVIDERS PERFORMING SUCH TESTS SHOULD GIVE APPLICANTS AND RESIDENTS OPPORTUNITIES TO SHARE INFORMATION ABOUT ANY PRESCRIPTION MEDICATION THEY ARE TAKING THAT COULD INFLUENCE THE TEST RESULTS, SUCH AS NARCOTICS OR MEDICAL MARIJUANA. IF EMERGENCY SHELTERS CHOOSE TO DRUG TEST, PARTICIPANTS SHOULD NOT BE CHARGED FOR THE TESTS.*} [THN WOULD ALSO LIKE AGENCIES TO ACKNOWLEDGE THAT DRUG TESTING PARTICIPANTS HAVE NOT BEEN PROVEN TO PROMOTE POSITIVE OUTCOMES FOR INDIVIDUALS/FAMILIES THEREFORE, THN DOES NOT RECOMMEND DRUG TESTING. THN STRONGLY RECOMMENDS THAT EMERGENCY SHELTERS TAKE A LOW BARRIER APPROACH, MEANING: ALL PARTICIPANTS SHOULD BE WELCOMED INTO YOUR SHELTER (UNDER ALL CONDITIONS) UNLESS THEY ARE A THREAT TO THEMSELVES OR OTHERS. LOW BARRIER SHELTER PROTOCOLS ARE RECOGNIZED AS THE NATIONWIDE BEST PRACTICE TO MAKING HOMELESSNESS RARE, BRIEF, AND ONE TIME.**[**8**](#_bookmark53)**]**

* Transportation Services
  + Eligible costs consist of the transportation costs of a program participant's travel to and from
    - medical care,
    - employment,
    - child care,
    - or other eligible essential services facilities
* Services for Special Populations
  + As long as the costs of providing these services are eligible under paragraphs [(a) (1) through (a) (5) of Section 24 CFR § 576.101.](https://www.law.cornell.edu/cfr/text/24/576.101)
    - Services for homeless youth
    - Services for victim services
      * The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

1. [*https://www.csh.org/wp-content/uploads/2012/07/ScreeningLegalIssuespdf.pdf*](https://www.csh.org/wp-content/uploads/2012/07/ScreeningLegalIssuespdf.pdf)

* Services for people living with HIV/AIDS
  1. To ensure Emergency Shelter participants are served {Agency Name} utilities the following eligible costs
* **Shelter Operations**

**{Agency Name}** utilizes ESG Emergency Shelter Operation Funds to operate the Emergency Shelter or Hotel/Motel Rooms.

* + Eligible costs are the costs of maintenance (including minor or routine repairs),
  + Rent,
  + Security,
  + Fuel,
  + Equipment,
  + Insurance,
  + Utilities,
  + Food,
  + Furnishings,
  + Supplies necessary for the operation of the emergency shelter.

Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

* Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

Eligible costs are the costs of providing URA assistance under § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered “program participants” for the purposes of this part, and relocation payments and other URA assistance are not considered “rental assistance” or “housing relocation and stabilization services” for the purposes of this part.

* 1. Emergency Shelter Services Not Provided

**[Services from the above list that your agency does not provide, including where service participants can access these services if they are available in your community.]**

***{AN EXAMPLE: IF YOUR AGENCY DOES NOT PROVIDE LEGAL SERVICES, LIST “LEGAL SERVICES NOT PROVIDED, REFERRALS FOR LEGAL SERVICES WILL BE MADE TO - THEN INSERT NAME OF LEGAL SERVICES PROVIDER PER COORDINATED ENTRY POLICIES AND PROCEDURES*}**

1. Rapid Re-Housing
   1. Rapid Re-housing Purpose:

To serve individuals and families who are experiencing homelessness, move them as quickly as possible in permanent housing, and achieve stability. ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in § 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition.

* 1. Rapid Re-housing Eligibility:

Homeless means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
   1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
   2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
   3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; attempting to flee domestic violence and has no other residence and lacks the resources or support networks to obtain other permanent housing.

OR

(4) Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
3. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing **AND**
   * Live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition including:
     + A public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings,
       - a car,
       - Park
       - abandoned building,
       - bus or train station,
       - airport,
       - or camping ground;
     + An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals)
     + Or an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Rapid Re-housing eligibility will be determined via intake. Example Rapid Re-housing Forms can be found on page [272](#_bookmark100) of the appendix.

* 1. Rapid Re-housing Priority Population

**Targeting Rapid Re-housing Assistance:** The TX BoS CoC has a standardized assessment tool which all ESG Program-funded Rapid Re-housing utilize, The VI-SPDAT and F-VI- SPDAT. **{Agency Name utilizes the VI-SPDAT and F-VI-SPDAT and program participants** with the highest needs based on VI-SPDAT and F-VI-SPDAT assessment tool will be prioritized. This ensures that households with the highest service needs are served before households with lower service needs.

* 1. Rapid Re-housing Coordinated Entry Procedures

In the TX BoS CoC, ESG Program-funded Rapid Re-Housing projects must participate in the local Coordinated Entry (CE) process. At a minimum, Rapid Re-Housing projects must receive referrals from the local CE process to fill project openings and make referrals to the local CE process. In addition, Rapid Re-Housing projects may serve as an Entry Point.

(CHOOSE ONE OF THE FOLLOWING PARAGRAPHS :)

{INCLUDE THIS PARAGRAPH IF THE AGENCY IS A RECEIVING AGENCY ONLY} [Agency

**Name]** is a Receiving Agency for the **(CE region name)** region. As a Receiving Agency, **[Agency Name]** acknowledges and responds to referrals made to the Rapid Re-Housing project. The referral process is often facilitated in the Homeless Management Information System (ClientTrack) or a comparable database. At the same time, **[Agency Name]** connects households who are literally homeless or fleeing or attempting to flee domestic violence to the local CE process. This can look like informing a household about the purpose of the local CE process and completing a warm handoff to an Entry Point.

{INCLUDE THIS PARAGRAPH IF THE AGENCY IS AN ENTRY POINT AND RECEIVING AGENCY}

**[Agency Name]** is an Entry Point and Receiving Agency for the **(CE region name)** region. **[Agency Name]** designates staff members to complete Assessor training with the TX BoS CoC and serve as Assessors. Assessors can identify and engage with households who agree and are eligible to participate in the local CE process. Assessors have access in HMIS to complete the CE enrollment with these households, record referrals to housing and supportive services, and place households on the region’s Housing Priority List. As a Receiving Agency, **[Agency Name]** acknowledges and responds to referrals made to the Rapid Re-Housing project. The referral process is often facilitated in the Homeless Management Information System (ClientTrack) or a comparable database.

* 1. Rapid Re-housing Housing Relocation and Stabilization Services

**{*NOTE: ONLY INCLUDE SERVICES THAT YOUR AGENCY INTENDS TO PROVIDE - DELETE SERVICES YOU ARE NOT GOING TO PROVIDE AND LIST THEM IN YOUR “SERVICES NOT PROVIDED SECTION” OF EACH COMPONENT.*}**

1. Financial assistance costs

Subject to the general conditions under [§ 576.103](https://www.law.cornell.edu/cfr/text/24/576.103) and [§ 576.104,](https://www.law.cornell.edu/cfr/text/24/576.104) **{Agency Name}** ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

* + (1) Rental application fees
    - Amounts offered for Rental Application fees: **{Agency Name}** will pay the rental housing application fee that is charged by the owner to all applicants per § 576.105(1).
  + (2) Security deposits.
    - Amounts offered for Security Deposits: **{Agency Name}** will pay the security deposit that is equal to no more than 2 months’ rent per § 576.105(2)
  + (3) Last month's rent.
    - Amounts offered for Last month’s rent: If necessary to obtain housing for a program participant, the last month's rent may be paid by **[Agency Name]** to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance **must not exceed** one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any

3-year period for ESG Annual Funding and 12 months in a 1- year period for ESG CARES funding per § 576.105(3).

* + (4) Utility deposits.
    - Amounts offered for Utility Deposits: **{Agency Name}** will pay the standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
  + (5) Utility payments.
    - {Agency Name} may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are **gas, electric, water, and sewage**. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
  + (6) Moving costs.
    - **{Agency Name}** may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
  + (7) If a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) receiving short- or medium-term rental assistance under [§ 576.106](https://www.law.cornell.edu/cfr/text/24/576.106) meets the conditions for an emergency transfer under [24 CFR 5.2005](https://www.law.cornell.edu/cfr/text/24/5.2005)(e), ESG funds may be used to pay amounts owed for breaking a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) to effect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under § 576.106.

1. Services costs

Subject to the general restrictions under [§ 576.103](https://www.law.cornell.edu/cfr/text/24/576.103) and [§ 576.104,](https://www.law.cornell.edu/cfr/text/24/576.104) ESG funds may be used to pay the costs of providing the following services:

* + (1) **{Agency Name}** offers Housing search and placement which include services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, including the following:
    - Assessment of housing barriers, needs, and preferences;
    - Development of an action plan for locating housing;
    - Housing search;
    - Outreach to and negotiate with owners;
    - Assistance with submitting rental applications and understanding leases
    - Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
      * For Lead-Based Paint requirements, the agency will refer to [24 CFR §576.403 (a);](https://www.law.cornell.edu/cfr/text/24/576.403)
        + (a) Lead‐based paint remediation and disclosure. The Lead‐Based Paint Poisoning Prevention Act (42 U.S.C. 4821‐4846), the Residential Lead‐Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851‐4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by the program participant.
        + For units constructed before 1978:

A copy of “Protect Your Family From Lead in Your Home,” must be presented to the Lessee

HUD’s disclosure form for rental properties must be presented to the tenants

If applicable, [HUD’s Lead Screening Worksheet](https://www.hudexchange.info/resource/1205/hprp-lead-based-paint-screening-worksheet/)

* + - Assistance with obtaining utilities and making moving arrangements; and
    - Tenant counseling.
  + Annual Allocation Funding: (2) **{Agency Name}** offers Housing stability case management: ESG funds may be used to pay the cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing.

Housing Stability case management cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities of Housing Stability case management consist of:

1. Using the centralized or coordinated assessment system as required under [§ 576.400(d),](https://www.law.cornell.edu/cfr/text/24/576.400) to evaluate individuals and families applying for or receiving homelessness prevention or rapid re- housing assistance;
2. Conducting the initial evaluation required under [§ 576.401(a),](https://www.law.cornell.edu/cfr/text/24/576.401) including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re- housing assistance;
3. Counseling;
4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
5. Monitoring and evaluating program participant progress;
6. Providing information and referrals to other providers;
7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
8. Conducting re-evaluations required under [§ 576.401(b).](https://www.law.cornell.edu/cfr/text/24/576.401)
   * CARES Act Funding: (2) **{Agency Name}** offers Housing stability case management: ESG funds may be used to pay the cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3-year period **is waived** solely for those program participants who reach their 24-month maximum assistance during the period beginning on the presumed start of this crisis, January 21, 2020 – the date the first confirmed case was reported in the United States, and ending 6 months from the date of publication [Notice CPD-20-08](https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf) (March 3, 2021), provided that the services are only extended for these program participants for up to a maximum of an additional 6 months; Component services and activities of Housing Stability case management consist of:
9. Using the centralized or coordinated assessment system as

required under [§ 576.400(d),](https://www.law.cornell.edu/cfr/text/24/576.400) to evaluate individuals and families applying for or receiving homelessness prevention or rapid re- housing assistance;

1. Conducting the initial evaluation required under [§ 576.401(a),](https://www.law.cornell.edu/cfr/text/24/576.401) including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re- housing assistance;
2. Counseling;
3. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
4. Monitoring and evaluating program participant progress;
5. Providing information and referrals to other providers;
6. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
7. Conducting re-evaluations required under [§ 576.401(b).](https://www.law.cornell.edu/cfr/text/24/576.401)
   * (3) Mediation: **{Agency Name}** may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, if the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
   * (4) Legal Services: **{Agency Name}** may pay for legal services, as outlined in [§ 576.102(a)(1)(vi),](https://www.law.cornell.edu/cfr/text/24/576.102) except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
   * (5) Credit repair: **[Agency Name}** may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of debt.
8. Maximum amounts and periods of assistance

**Annual {Remove if you are only funded for ESG CARES}: (c) *Maximum amounts and periods of assistance.* {Agency Name has or has not}** set a maximum dollar amount that a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) may receive for each type of financial assistance under [paragraph](https://www.law.cornell.edu/cfr/text/24/576.105#a)

[(a)](https://www.law.cornell.edu/cfr/text/24/576.105#a) of this section. **{Agency Name has or has not}** also set a maximum period for which a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) may receive any of the types of assistance or services under this section. However, for housing stability case management, the [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) period for which

any [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) may receive the services under [paragraph (b)](https://www.law.cornell.edu/cfr/text/24/576.105#b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) assistance an individual receives, either as an individual or as part of a family.

**CARES FUNDS: *(c) Maximum amounts and periods of assistance:*** (i) The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3-year period is waived solely for those program participants who reach their 24-month maximum assistance during the period beginning on the presumed start of this crisis, January 21, 2020 – the date the first confirmed case was reported in the United States, and ending 6 months from the date of publication of [Notice CPD-20-08,](https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf) (March 3, 2021) provided that the services are only extended for these program participants for up to a maximum of an additional 6 months;

1. Use with other subsidies

Financial assistance under [paragraph (a)](https://www.law.cornell.edu/cfr/text/24/576.105#a) of this section cannot be provided to a [program](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) [participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) who is receiving the same type of assistance through other public sources or to a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

1. Housing counseling

Housing counseling, as defined in [§ 5.100,](https://www.law.cornell.edu/cfr/text/24/5.100) that is funded with or provided in connection with ESG funds must be carried out in accordance with [§ 5.111.](https://www.law.cornell.edu/cfr/text/24/5.111) When [recipients](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) or

sub [recipients](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.105) provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in [§ 5.100,](https://www.law.cornell.edu/cfr/text/24/5.100) and therefore are not required to be carried out in accordance with the certification requirements of [§ 5.111](https://www.law.cornell.edu/cfr/text/24/5.111)

* 1. Duration and Amount of Housing Stabilization and/or Relocation Services

**{Agency Name}** will provide comprehensive case management to ensure housing stability is achieved for all program participants who are interested in Housing Stability case management. Case managers are expected to complete a housing stability goal plan at program entry which includes goals set by the client to ensure housing stability and includes financial resources and necessary referrals needed to achieve this stability. Case managers are expected to document and maintain records in the client file and HMIS.

**{Agency Name}** expects that case managers will maintain a reasonable caseload to adequately provide quality case management services to each program participant interested in supportive services. The maximum caseload for homeless

prevention case managers are 20 clients

* 1. Short-term and medium-term rental assistance

**{*NOTE: ONLY INCLUDE GENERAL PROVISIONS WHICH YOUR AGENCY IS GOING TO USE exclude***

***Annual Allocation details if your agency is only funded for ESG CARES Funds}***

1. General provisions of Short-Term and Medium-Term Rental Assistance for Rapid Re- housing
   * **Annual Allocation: {Agency Name}** is subject to the general conditions under [§](https://www.law.cornell.edu/cfr/text/24/576.103)

[576.103](https://www.law.cornell.edu/cfr/text/24/576.103) and [§ 576.104,](https://www.law.cornell.edu/cfr/text/24/576.104) **{Agency Name}** may provide a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. **{Agency Name}** defines short term as up to 3 months of rent. **{Agency Name}** defines medium-term rental assistance 4 to 24 months of rental assistance. **{Agency Name}** may also pay a rental arrears payment of a one-time payment for up to 6 months of rent in arrears, including any late fees on the arrears.

* + **CARES Funds: {Agency Name}** is subject to the general conditions under § 576.103 and § 576.104, The CARES Act and HUD CPD Notice 20-08, **{Agency Name}** may provide a program participant with up to 12 months of rental assistance during a 12- month period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.

**{Agency Name}** defines short term as up to 3 months of rent. **{Agency Name}** defines medium-term rental assistance 4 to 12 months of rental assistance. **{Agency Name}** may also pay a rental arrears payment of a one-time payment for up to 6 months of rent in arrears, including any late fees on the arrears.

1. Caps and Conditions for Short-Term and Medium-Term Rental Assistance for Rapid Re- housing
   * Rental Assistance Percentage

**{Agency Name}** will not create limits for the percentage of rental assistance that a program participant may receive.

* + Participant Share

**{Agency Name**} will not have a minimum amount or percentage that program participants must pay while receiving homeless prevention services. However, financial assistance will be provided in adherence to a progressive engagement model, to provide the “lightest touch” intervention possible. Case managers approach all participants using progressive engagement to provide the “lightest touch” intervention possible. Progressive engagement is a model of service delivery that intentionally provides the smallest amount of helpful services (called a “light touch”) to help someone maintain or return to permanent housing. For those who do not obtain permanent housing after the “light touch” services, additional services are then added until the household can stabilize. Rapid Re-housing staff and a participant household together create a housing stabilization plan. Within a client housing stabilization plan, a case manager may identify that a client may begin paying a portion or percentage of their rent and utility costs if their income increases while enrolled in the program. Increases in client share will go into effect only at the point of client re-certification (every 3 months).

* + Duration and Amount of Assistance

**{Agency Name}** will not create limits for the amount of homeless prevention assistance that may be provided to clients. Duration of assistance will be based on a case by case basis to ensure each client has the full support necessary to achieve and maintain housing stability. Case managers are required to re-evaluate client eligibility:

* + - **ANNUAL:** Homeless Prevention clients will be re-certified at minimum every

3 months. The client’s income must continue to be below 30% of AMI at the time of re-certification to continue receiving assistance.

* + - **CARES:** Homeless Prevention clients will be re-certified at minimum every 3 months. The client’s income must continue to be below 50% of AMI at the time of re-certification to continue receiving assistance.
    - **ANNUAL:** Clients are eligible to receive homeless prevention rental assistance for up to 24 months in any 3-year period.
    - **CARES:** Clients are eligible to receive rapid re-housing services up to 12 months of rental assistance in a 1-year period.
    - If there is a break in service (i.e., program participant stops receiving financial assistance one month) the client must be re-certified for program eligibility. If a rapid re-housing client has been exited from the program but faces a financial crisis they may be served with rapid re-housing (including within the same grant year) if funds are available and the client meets rapid re-housing eligibility requirements.
  + Use with other subsidies
    - Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) during the period of time covered by the URA payments.
  + Rent restrictions
    - **Annual:**
      * Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent (FMR) established by HUD[9](#_bookmark64), as provided under [24 CFR part 888,](https://www.law.cornell.edu/cfr/text/24/part-888) and complies with HUD's standard of rent reasonableness, as established under [24 CFR 982.507.](https://www.law.cornell.edu/cfr/text/24/982.507)

1. <https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/select_Geography.odn> HUD waived 24 CFR [§576.106(d)(1),](https://www.law.cornell.edu/cfr/text/24/576.106) which requires total gross rent to be equal or less than the FMR established by HUD. Moving people into permanent housing is especially critical to prevent COVID-19, and this waiver will assist providers to more quickly locate additional units to house persons experiencing homelessness. The rent reasonableness standard still applies. The FMR requirement is waived from April 5, 2020, to September 30, 2020

* Fair Market Rent {FMR) and Rent Reasonableness

1. For ESG, the FMRs are effective generally at the start of the federal fiscal year (October 1).ESG does not use Small Area FMR. • Gross rent (including utilities) may not exceed the FMR.
2. If the gross rent for the unit exceeds either the rent reasonableness standard or FMR, ESG recipients are prohibited from using ESG funds for any portion of the rent, even if the household is willing and/or able to pay the difference.
3. Rent reasonableness and FMR requirements do not apply when a program participant receives only financial assistance or services under Housing Stabilization and Relocation Services.
4. Rent Reasonableness information must be collected for at least 3 comparable unassisted rental units within the area. Rent for a proposed unit may be considered reasonable if its Gross Rent is no more than 5% higher than the average Gross Rent of the comparable units analyzed
   * Rent Reasonableness Process
     + Step 1: **{Agency Name}** will first create a comparison checklist for each unit: comparing the proposed unit to three other units, comparing Address, Location, Size (# of Bedrooms), Type of Construction, Quality, Age in Years, Amenities, Housing Services, Maintenance/Condition, Utilities Included, Contract Rent, Utility Allowance, and Gross Rent.
     + Step 2: **{Agency Name}** will determine utility allowance, {Agency Name} will obtain the utility allowance schedule applicable to voucher programs administered by the Public Housing Authority serving the area. **{Agency Name}** will then circle the cost items applicable to the proposed unit.
     + Step 3: **{Agency Name}** will complete the checklist to determine Gross Rent for each of the subject units. The Gross Rent will be used to determine if the proposed unit meets Policy Requirements. Contract Rent + Utility Allowance = Gross Rent
     + Step 4: **{Agency Name}** will determine if the proposed unit, meets the policy requirements not to exceed 5% of the average Gross Rent of the Comparable Units.
     + Step 5: Agency will compare Rent Reasonableness to the current Fair Market Rent published by HUD

**{Agency Name}** will document the basis for the Rent Reasonableness Decision in the project file. The project file will include: the checklist used, record information on the unassisted “comp” units, methods used and calculations, the person who conducted the determination, record the date of determination. **{Agency Name}** will provide sufficient information about the evaluation process so that a monitor can understand how comps were determined and reasonableness was established.

* **CARES Rental Restrictions:** (1) Rental assistance cannot be provided unless the rent complies with HUD's standard of rent reasonableness, as established under [24 CFR 982.507.](https://www.law.cornell.edu/cfr/text/24/982.507) (2) For purposes of calculating rent under this section, the rent shall equal the sum of

the [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) monthly rent for the unit, any fees required for occupancy under the [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) (other than late fees and pet fees) and, if

the [tenant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=60a190ad8fe7b79de7198c0ef8b33499&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

* Rent Reasonableness information must be collected for at least 3

comparable unassisted rental units within the area. Rent for a proposed unit may be considered reasonable if its Gross Rent is no more than 5% higher than the average Gross Rent of the comparable units analyzed

* + Rent Reasonableness Process
  + Step 1: **{Agency Name}** will first create a comparison checklist for each unit: comparing the proposed unit to three other units, comparing Address, Location, Size (# of Bedrooms), Type of Construction, Quality, Age in Years, Amenities, Housing Services, Maintenance/Condition, Utilities Included, Contract Rent, Utility Allowance, and Gross Rent.
  + Step 2: **{Agency Name}** will determine utility allowance,

{Agency Name} will obtain the utility allowance schedule applicable to voucher programs administered by the Public Housing Authority serving the area.

**{Agency Name}** will then circle the cost items applicable to the proposed unit.

* + Step 3: **{Agency Name}** will complete the checklist to determine Gross Rent for each of the subject units. The Gross Rent will be used to determine if the proposed

unit meets Policy Requirements. Contract Rent + Utility Allowance = Gross Rent

* + Step 4: **{Agency Name}** will determine if the proposed unit, meets the policy requirements not to exceed 5% of the average Gross Rent of the Comparable Units.

**{Agency Name}** will document the basis for the Rent Reasonableness Decision in the project file. The project file will include: the checklist used, record information on the unassisted “comp” units, methods used and calculations, the person who conducted the determination, record the date of determination. **{Agency Name}** will provide sufficient information about the evaluation process so that a monitor can understand how comps were determined and reasonableness was established.

* Rent Conditions

Assistance may only be provided in cases where a rental assistance agreement is in place between the **{Agency Name}** and Property owner, and a lease agreement is in place between the program participant and Property owner. {Agency Name} will only make payments directly to the housing owner or their agent, such as a property manager.

* + Rental Assistance Agreement

**{Agency Name}** will only make rental assistance payments to an owner with whom **{Agency Name}** has entered into a rental assistance agreement.

1. The rental assistance agreement required between **{Agency Name}** and the property owner must set forth the terms under which the rental assistance is being provided. It must at least include the following:
   * The owner must give **{Agency Name}** a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant.
   * The same payment due date, grace period, and late

payment penalty requirements as the program participant’s lease, as indicated in §576.106(f))

* + Each [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) that is executed or renewed on or after *December 16, 2016,* must include all protections that apply to [tenants](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=60a190ad8fe7b79de7198c0ef8b33499&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and applicants

under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5) subpart L, as supplemented by § 576.409, except for the emergency transfer plan requirement under [24](https://www.law.cornell.edu/cfr/text/24) CFR [5.2005(e)](https://www.law.cornell.edu/cfr/text/24/5.2005) and [576.409(d).](https://www.law.cornell.edu/cfr/text/24/576.409) If the housing is not assisted under another “covered

* + Lease

housing program”, as defined in [24 CFR 5.2003,](https://www.law.cornell.edu/cfr/text/24/5.2003) the agreement may provide that the [owner'](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)s obligations under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5) subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), expire at the end of the rental assistance period.

* The type of rental assistance being provided (tenant- based or project-based).
* Late Payments: If **{Agency Name}** incurs late payment penalties, it is the sole responsibility of **{Agency Name}** to pay those penalties using non-ESG funds, as indicated in §576.106(f).
* Program Participant Sharing in Rent: **{Agency Name}** may require the program participant to pay a portion of the monthly rental cost. In such cases, **{Agency Name}** has written policies and procedures for determining the program participant’s portion, the rental assistance agreement should specify the amount of rent to be paid by **{Agency Name}** and the amount to be paid by the program participant, as indicated in §576.106(b).
* Termination: When providing tenant-based rental assistance, the rental assistance agreement with the owner must terminate and no further rental assistance payments may be made under that agreement if: the program participant moves out of the housing unit; the lease terminates and is not renewed, or the program participant becomes ineligible to receive ESG rental assistance §576.106(h).

Each [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) receiving rental assistance must have a legally binding, written [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) for the rental unit unless the assistance is solely for rental arrears. The [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must be between the [owner](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and the [program participant.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a

written [lease,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) if the agreement gives the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) an enforceable leasehold interest under [state](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=cc0707efb2cf721de68fee8bce68a422&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) law and the agreement and rent owed are sufficiently documented by the [owner'](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)s financial records, rent ledgers, or canceled checks. Each [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) executed on or after *December 16, 2016,* must include a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) provision or incorporate a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) addendum that includes all requirements that apply to tenants, the [owner](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=f513bbbce6987094bd2aa3ce0fef0bed&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) under [24 CFR part 5,](https://www.law.cornell.edu/cfr/text/24/part-5) subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by [24 CFR 576.409,](https://www.law.cornell.edu/cfr/text/24/576.409) including the

prohibited bases for eviction and restrictions on

construing [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) terms under [24 CFR 5.2005(](https://www.law.cornell.edu/cfr/text/24/5.2005)b) and (c). If the housing is not assisted under another “covered housing program,” as defined

in [24 CFR 5.2003,](https://www.law.cornell.edu/cfr/text/24/5.2003) the [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) provision or [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) addendum may be written to expire at the end of the rental assistance period.

* 1. Rapid Re-housing Rental Assistance Type

**{Agency Name}** provides Tenant-Based Rental Assistance. Program participants who receive [tenant-based rental assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=a841578a75eb10e04f517864c4f02aec&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as

the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) continues to meet the program requirements.

OR

**{Agency Name}** provides Project-Based Rental Assistance **{Agency Name}** identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, **{Agency Name}** may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

* + 1. The [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may cover one or more permanent housing units in the same building. Each unit covered by the [rental assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)

[agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) (“assisted unit”) may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.

* + 1. The [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may pay up to 100 percent of the first month's rent, provided that a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) signs a [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before

a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) moves into the unit must not exceed the rent to be charged under the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and must be included when determining that [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [total](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=89126611ee3cbf54115202393a404a74&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) rental assistance.

* + 1. The [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may make monthly rental assistance payments only for each whole or partial month an assisted unit is [leased](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) to a [program participant.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) When a [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) moves out of an assisted unit,

the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may pay the next month's rent, *i.e.,* the first month's rent for a new [program participant,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) as provided in paragraph (i)(2) of this section.

* + 1. The [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must not condition the term of occupancy to the provision of rental assistance payments. If the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must suspend or terminate the rental

assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the [lease,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) and

the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

* + 1. The [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) must have an initial term of one year. When a new [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) moves into an assisted unit, the term of the [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may be extended to cover the initial term of the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease.](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) If the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106)'s [lease](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d3db88fefc98484b7514761bbdf195b8&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) is renewed, the [rental assistance agreement](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=84805afc6cc15d8f8e229094bbb52534&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) may be renewed or extended, as needed, up to the maximum number of months for which the [program participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) remains eligible. However, under no circumstances may the [recipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8b119440f6da329bf199309ca1cfb333&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) or [subrecipient](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=0836bd4baddc24eaf443124dd532b818&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.106) commit ESG funds to be expended beyond the expenditure deadline in [§ 576.203](https://www.law.cornell.edu/cfr/text/24/576.203) or commit funds for a future ESG grant before the grant is awarded.

The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

* 1. Rapid Re-housing Services Not provided
* **[Services from the above list that your agency does not provide input where service participants can access these services if they are available in your community.] {*AN EXAMPLE: IF YOUR AGENCY DOES NOT PROVIDE LEGAL SERVICES, LIST “LEGAL SERVICES NOT PROVIDED, REFERRALS FOR LEGAL SERVICES WILL BE MADE TO - THEN INSERT NAME OF LEGAL SERVICES PROVIDER PER COORDINATED ENTRY POLICIES AND PROCEDURES*}**
  1. Emergency Transfer
* In accordance with the Violence Against Women Act (VAWA), **[Agency Name]** allows Program Participants who have experienced domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the Program Participant's current unit to another unit. **[Agency Name]** utilizes,

[An example Emergency Transfer Plan can be found in the appendix on page 216.](#_bookmark95)

***Homeless Management Information System***

**{*NOTE: AGENCIES WHO ARE VICTIM SERVICE PROVIDERS ARE PROHIBITED FROM ENTERING CLIENT INFORMATION INTO HMIS. AGENCIES WHO ARE VICTIM SERVICE***

***PROVIDERS ARE REQUIRED TO INPUT CLIENT INFORMATION INTO AN ALTERNATIVE COMPARABLE DATABASE.***[10](#_bookmark69)**}**

**{NOTE: ONLY INCLUDE ELIGIBLE COSTS WHICH YOUR AGENCY IS GOING TO USE}**

* Per [24 CFR § 576.400 (f)](https://www.law.cornell.edu/cfr/text/24/576.400), **[Agency Name]** staff will use electronic collection and reporting for data in a Homeless Management Information System, referred to as HMIS. Individuals in an ESG funded project including **(Agency Names)** Projects **[Insert projects]** Participants must sign a consent form before being reported in HMIS **[Agency Name]** follows the TX BoS CoC HMIS Policies and Procedures.
* In order to utilize the TX BoS CoC Homeless Management Information System (HMIS)

**{Agency Name}** utilizes funding for eligible costs in § 576.107. {Agency Name} uses ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:

* + Purchasing or leasing computer hardware;
  + (ii) Purchasing software or software licenses;
  + (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
  + (iv) Obtaining technical support;
  + (v) Leasing office space;
  + (vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the [HMIS;](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107)
    - (vii) Paying salaries for operating [HMIS,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107) including:
      * (A) Completing data entry;
      * (B) Monitoring and reviewing data quality;
      * (C) Completing data analysis;
      * (D) Reporting to the [HMIS](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107) Lead;
      * (F) Training staff on using the [HMIS](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107) or comparable database; and
      * (G) Implementing and complying with [HMIS](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107) requirements;

1. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on [HMIS](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107) and programs authorized by Title IV of the [McKinney-Vento Homeless Assistance Act;](https://www.law.cornell.edu/topn/mckinney_act)
2. Paying staff travel costs to conduct intake; and
3. Paying participation fees charged by the [HMIS](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=00493baa4d131565152a97061a1257dc&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AB%3A576.107) Lead

10[https://files.hudexchange.info/resources/documents/COVID-19-Homeless-System-Response-VSP-](https://files.hudexchange.info/resources/documents/COVID-19-Homeless-System-Response-VSP-Comparable-Database-and-Reporting-Requirements.pdf)

[Comparable-Database-and-Reporting-Requirements.pdf](https://files.hudexchange.info/resources/documents/COVID-19-Homeless-System-Response-VSP-Comparable-Database-and-Reporting-Requirements.pdf)

Termination of Assistance

If a program participant is found to be violating program regulations in the ESG Participation Agreement reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation before terminating services.

Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by requesting the designated supervisor **{Name}** at **{Agency Name}.** This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of **{Insert staff person with this authority}.**

A sample Notification of Termination of ESG Assistance is provided on pages [349](#_bookmark105) and [350](#_bookmark106) in the Appendix.

Subrecipients may use an alternative Termination form as long as it covers all of the topic areas required under ESG regulations §576.402.

Grievance Policy

**{Agency Name}** is required to have a written formal grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision. The grievance policy must include the method by which an applicant would be made aware of the grievance procedure and the formal process for review and resolution. If a participant household violates program requirements, the subrecipient may terminate assistance in accordance with a formal grievance process established.

**{Agency Name}** grievance policy is required to include:

* A written notice providing a clear statement of the reason(s) for termination
* The participant household must be allowed to present information before someone other than the person (or subordinate of that person) making the termination decision.
* A final written notice of the termination decision must be delivered to the participant no later than two weeks after a determination is made.
* **{Agency Name}** must keep records to show compliance with ESG program grievance policy requirements.

{Agency Name} Grievance Policy is as follows: {input Agency Grievance Policy input appendix #) Sample Grievance Policy language can be found on page [352](#_bookmark108) of the Appendix.

Services Coordination

To ensure clients have access to all community resources **[Agency Name]** coordinates and integrate, to the maximum extent practicable, with other programs which target those experiencing homelessness in **[Coverage area].** This coordination provides a strategic, community-wide system to prevent and end homelessness.

Coordination exists among the following programs:

* Coordination among Emergency Shelter providers in **[List of coverage area]:**
  + Emergency Shelter Programs: **[List of Emergency Shelters]**
  + Coordination: [Explanation of how you coordinate with emergency shelters including domestic violence providers. IF THERE IS NOT ONE State: No other or No emergency shelters in [Coverage Area]]
* Coordination among homelessness prevention providers in **[Coverage area]:**
  + Homelessness Prevention Providers: **[List of Homelessness Prevention Providers]**
  + Coordination: [Description of how you coordinate with Homelessness Prevention providers. IF THERE IS NOT ONE State: No other or No homelessness prevention programs in [Coverage Area].]
* Coordination among rapid re-housing providers in **[Coverage area]:**
  + Rapid Re-housing Providers: [List of Rapid Re-housing programs] Coordination: [Description of how you coordinate with Rapid Re-housing programs. IF THERE IS NOT ONE State: No other or No Rapid re-housing programs in [Coverage Area].]
* Coordination among other Targeted Homeless Services including the following providers in **[Coverage area]:**
* Shelter Plus Care Program ([24 CFR part 582)](https://www.law.cornell.edu/cfr/text/24/part-582), Supportive Housing Program ([24 CFR part 583)](https://www.law.cornell.edu/cfr/text/24/part-583) and Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Individuals [(24 CFR part 882)](https://www.law.cornell.edu/cfr/text/24/part-882); consolidated by the HEARTH Act to create the new [Continuum of Care (CoC) Program:](https://www.hudexchange.info/programs/coc/)
  + The provider (s) of Continuum of Care Program Funds: **[List**

Continuum of Care Provider]

* + Coordination: **[Description of how your project coordinates with this project: is it through coordinated entry? IF THERE IS NOT ONE, state**

**there is no coordination as the program does not exist in [Coverage Area] as of [date of current Written Standards].]**

* HUD-[Veterans Affairs Supportive Housing (HUD-VASH)](https://www.va.gov/homeless/hud-vash_eligibility.asp) (division K, title II, [Consolidated Appropriations Act, 2008,](https://www.law.cornell.edu/topn/consolidated_appropriations_act_2008) [Pub. L. 110-161](https://www.law.cornell.edu/rio/citation/Pub._L._110-161) (2007), [73 FR 25026](https://www.law.cornell.edu/rio/citation/73_FR_25026) (May 6, 2008));
  + The provider (s) of HUD-VASH Vouchers: **[List HUD VASH Provider]**

**{*Directory HERE: Delete after listing:*** [***https://www.google.com/url?q=https://app.powerbigov.us/view?r***](https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhNTNmYzdiMiJ9)

[***%3DeyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5Y***](https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhNTNmYzdiMiJ9)

[***WFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhN***](https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhNTNmYzdiMiJ9)[***TNmYzdiMiJ9&sa=D&ust=1596551020270000&usg=AFQjCNGwGy9CC0***](https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhNTNmYzdiMiJ9)[***tMpcrOCW5ZW62EkmJ\_xw***](https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhNTNmYzdiMiJ9)**}**

* + Coordination: **[Insert how your project coordinates with this project:**

is it through coordinated entry?) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of [date of current Written Standards].

* Education for [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Children and Youth Grants for [State](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=c515d1ad941cf7640505c1f61c857c48&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) and Local

Activities (title VII-B of the [McKinney-Vento Homeless Assistance Act](https://www.law.cornell.edu/topn/mckinney_act) [(42](https://www.law.cornell.edu/uscode/text/42/11431)

[U.S.C. 11431](https://www.law.cornell.edu/uscode/text/42/11431) et seq.));

* + - Homeless Education Liaison(s): **[Insert Name of local education liaison)** DIRECTORY HERE: Delete after listing your liaison:<https://www.theotx.org/liaison/>
    - Coordination: **[Insert how your agency coordinates with the liaison)**
* Grants for the Benefit of [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Individuals (section 506 of the Public Health Services [Act](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=bc0c8be8306921bfd0aea43dda325090&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) ([42 U.S.C. 290aa-5](https://www.law.cornell.edu/uscode/text/42/290aa-5)));
  + Provider of GBHI Funds: [[Insert Grants for the Benefit of Homeless Individuals Provider (GBHI):](https://www.samhsa.gov/grants/grant-announcements/ti-20-001) if there is not one state: No Grants for the Benefit of Homeless Provider in [Coverage Area].
  + Coordination: **[Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).**
* Healthcare for the [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) ([42 CFR part 51c](https://www.law.cornell.edu/cfr/text/42/part-51c));
  + Healthcare for the Homeless Provider: **[Insert Health Care for the Homeless Provider) DIRECTORY HERE: Delete after listing:**<https://nhchc.org/directory/>(if your community does not have healthcare for the homeless grant) **Insert: [Coverage Area] does not have healthcare for the homeless provider, however, clients at [Agency Name] are referred to [Insert agency where clients can receive low cost/free healthcare).**
  + Coordination: [Insert coordination with the Homeless Health Care Provider or the coordination with the provider you listed if Healthcare for the Homeless is not available)
* Programs for Runaway and [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Youth [(Runaway and Homeless Youth Act](https://www.law.cornell.edu/topn/runaway_and_homeless_youth_act) ([42 U.S.C. 5701](https://www.law.cornell.edu/uscode/text/42/5701) et seq.)); also known as RHY:
  + Provider: **[Insert Texas Runaway and Homeless Youth (RHY) Grantee) DIRECTORY HERE: Delete after listing:** [**https://www.acf.hhs.gov/fysb/grants/texas-rhy**](https://www.acf.hhs.gov/fysb/grants/texas-rhy) **If there is not one insert: There is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).**
  + Coordination: **[Insert coordination with Texas Runaway and**

Homeless Youth Provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).

* Projects for Assistance in Transition from Homelessness (part C of title V of

the [Public Health Service Act](https://www.law.cornell.edu/topn/public_health_service_act) [(42 U.S.C. 290cc-21](https://www.law.cornell.edu/uscode/text/42/290cc-21) et seq.)); also known as PATH

* + PATH Provider(s): [Insert PATH provider) (if there is not one state: No PATH Provider in [Coverage Area].
  + Coordination: **[Insert coordination with PATH Provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).**
* Services in Supportive Housing Grants [(section 520A of the Public Health Service Act](https://www.law.cornell.edu/topn/public_health_service_act));
  + GBHI-SSH Provider(s): [(GBHI–SSH)](https://www.samhsa.gov/homelessness-programs-resources/grant-programs-services/gbhi-program) Provider (**if there is not one state: No Grants for Services in Supportive Housing Grants in [Coverage Area].**
  + Coordination: [Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).
* Emergency Food and Shelter Program (title III of the [McKinney-Vento Homeless Assistance Act](https://www.law.cornell.edu/topn/mckinney_act) ([42 U.S.C. 11331](https://www.law.cornell.edu/uscode/text/42/11331) et seq.)); also known as EFSP.
  + EFSP Provider(s): **[Insert EFSP provider(s))** (**if there is not one state: No EFSP Provider in [Coverage Area]. DIRECTORY HERE: Delete after listing:** [**https://www.efsp.unitedway.org/efsp/website/websiteContents**](https://www.efsp.unitedway.org/efsp/website/websiteContents/index.cfm?template=fundedLROAwardByPhase.cfm)

[**/index.cfm?template=fundedLROAwardByPhase.cfm**](https://www.efsp.unitedway.org/efsp/website/websiteContents/index.cfm?template=fundedLROAwardByPhase.cfm)

* + Coordination: **Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).**
* Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement [Act](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=bc0c8be8306921bfd0aea43dda325090&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) ([42 U.S.C. 13975](https://www.law.cornell.edu/uscode/text/42/13975)));
  + The provider (s): **[Insert OVW Grantees in coverage area) DIRECTORY HERE: Delete after listing:** [**https://www.justice.gov/ovw/awards/fy-2019-ovw-grant- awards-by-state#TX**](https://www.justice.gov/ovw/awards/fy-2019-ovw-grant-awards-by-state#TX) (**if there is not one state: No OVW Grantee in [Coverage Area].**
  + Coordination: **Insert how your agency coordinates with the provider)**

If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).

* [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Veterans Reintegration Program (section 5(a)(1)) of the [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400)

Veterans Comprehensive Assistance [Act](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=bc0c8be8306921bfd0aea43dda325090&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) ([38 U.S.C. 2021](https://www.law.cornell.edu/uscode/text/38/2021));

* + The provider (s): **[Insert HVRP Grantees in coverage area) DIRECTORY HERE: Delete after listing:** [**https://nvtac.org/find-a- grantee/?location=tx**](https://nvtac.org/find-a-grantee/?location=tx) (**if there is not one state: No HVRP Grantee in [Coverage Area].**
  + Coordination: **Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).**
* Domiciliary Care for [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Veterans Program ([38 U.S.C. 2043)](https://www.law.cornell.edu/uscode/text/38/2043); also known as Mental Health Residential Rehabilitation and Treatment Programs (MH RRTPs).
  + The provider (s): **[Insert Domiciliary Program in coverage area if any)**
  + Coordination: Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).
* VA [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Providers Grant and Per Diem Program ([38 CFR part 61](https://www.law.cornell.edu/cfr/text/38/part-61));
  + The provider (s): **[Insert Grant Per Diem Program in coverage area if any)**
  + Coordination: Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).
* Health Care for [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Veterans Program ([38 U.S.C. 2031)](https://www.law.cornell.edu/uscode/text/38/2031);
  + The provider (s): **[Insert Health Care for Homeless Veterans Program in coverage area)**
  + Coordination: Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program

**does not exist in [Coverage Area] as of (date of current Written Standards).**

* [Homeless](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=8a2903afec40afebcdb6176134d13480&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Veterans Dental Program ([38 U.S.C. 2062)](https://www.law.cornell.edu/uscode/text/38/2062);
  + The provider (s): **[Insert Homeless Veterans Dental Program in coverage area)**
  + Coordination: Insert how your agency coordinates with the provider) If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards).
* Supportive Services for Veteran Families Program [(38 CFR part 62)](https://www.law.cornell.edu/cfr/text/38/part-62); also known as SSVF.
  + The provider (s): [Insert SSVF grantees in coverage area) **DIRECTORY HERE: Delete after listing:** [**https://public.tableau.com/profile/mollie.lund#!/vizhome/TXBo SCoCSSVF2020/Dashboard1**](https://public.tableau.com/profile/mollie.lund%23!/vizhome/TXBoSCoCSSVF2020/Dashboard1) (**if there is not one state: No SSVF Grantee in [Coverage Area].**
  + Coordination: **Insert how your agency coordinates with the provider)**

If there is not one insert there is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards) are you coordinating with SSVF via coordinated entry?

* Veteran Justice Outreach Initiative ([38 U.S.C. 2031)](https://www.law.cornell.edu/uscode/text/38/2031)
  + The provider (s): [Insert Veteran Justice Outreach Legal Services nearest to your coverage area) **Directory HERE:** [**https://www.va.gov/ogc/docs/LegalServices.pdf**](https://www.va.gov/ogc/docs/LegalServices.pdf) (**if there is not one state: No Veteran Justice Outreach Legal Services in [Coverage Area].**
  + Coordination: **[Insert how your agency coordinates with the provider)**

If there is not one insert: There is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards)

**Coordination among other mainstream resources including the following in the State of Texas and in [Insert coverage area]:**

* + 1. Public housing programs assisted under section 9 of the U.S. [Housing Act](https://www.law.cornell.edu/topn/housing_act) of 1937 [(42 U.S.C. 1437g](https://www.law.cornell.edu/uscode/text/42/1437g)) [(24](https://www.law.cornell.edu/cfr/text/24) CFR parts [905](https://www.law.cornell.edu/cfr/text/24/part-905), [968](https://www.law.cornell.edu/cfr/text/24/part-968), and [990)](https://www.law.cornell.edu/cfr/text/24/part-990);
* Program: **[Insert local Public Housing Authority(s)] DIRECTORY HERE: Delete after listing:**[https://www.hud.gov/sites/dfiles/PIH/documents/PHA\_Contact\_Report\_T X.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/PHA_Contact_Report_TX.pdf)
* Coordination: [Insert how your agency coordinates with the provider) If there is not one insert: There is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards)
  + 1. Housing programs receiving tenant-based or project-based assistance under section 8 of the U.S. [Housing Act](https://www.law.cornell.edu/topn/housing_act) of 1937 ([42 U.S.C. 1437f](https://www.law.cornell.edu/uscode/text/42/1437f)) (respectively [24](https://www.law.cornell.edu/cfr/text/24) CFR parts [982](https://www.law.cornell.edu/cfr/text/24/part-982) and [983)](https://www.law.cornell.edu/cfr/text/24/part-983);
* Program: **[Insert local Public Housing Authority(s)) DIRECTORY HERE: Delete after listing:**[https://www.hud.gov/sites/dfiles/PIH/documents/PHA\_Contact\_Report\_T X.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/PHA_Contact_Report_TX.pdf)
* Coordination: [Insert how your agency coordinates with the provider) If there is not one insert: There is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards)
  + 1. Supportive Housing for Persons with Disabilities (Section 811) [(24 CFR part 891](https://www.law.cornell.edu/cfr/text/24/part-891));
* Program: State of Texas Section 811 Service Area: **DIRECTORY HERE: Delete after listing:** [**https://www.tdhca.state.tx.us/section-811-pra/docs/MSA- Counties.pdf**](https://www.tdhca.state.tx.us/section-811-pra/docs/MSA-Counties.pdf)
* Coordination: [Insert how your agency coordinates with the provider) If there is not one insert: There is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards)
  + 1. HOME Investment Partnerships Program [(24 CFR part 92](https://www.law.cornell.edu/cfr/text/24/part-92));
* Program: **[Insert HOME Grantee) DIRECTORY HERE: Delete after listing:** [**https://www.hudexchange.info/grantees/find-a- grantee/?csrf\_token=08EAEF44-18B2-4FDA- 91DAB0DCE7B7FD1B&params=%7B%22limit%22%3A20%2C%22sort%22%3A**](https://www.hudexchange.info/grantees/find-a-grantee/?csrf_token=08EAEF44-18B2-4FDA-91DAB0DCE7B7FD1B&amp;params=%7B%22limit%22%3A20%2C%22sort%22%3A%22%22%2C%22years%22%3A%5B%5D%2C%22searchTerm%22%3A%22%22%2C%22dir%22%3A%22%22%2C%22grantees%22%3A%5B%5D%2C%22state%22%3A%22TX%22%2C%22programs%22%3A%5B7%5D%2C%22order%22%3A%22%22%7D)

[**%22%22%2C%22years%22%3A%5B%5D%2C%22searchTerm%22%3A%22%22**](https://www.hudexchange.info/grantees/find-a-grantee/?csrf_token=08EAEF44-18B2-4FDA-91DAB0DCE7B7FD1B&amp;params=%7B%22limit%22%3A20%2C%22sort%22%3A%22%22%2C%22years%22%3A%5B%5D%2C%22searchTerm%22%3A%22%22%2C%22dir%22%3A%22%22%2C%22grantees%22%3A%5B%5D%2C%22state%22%3A%22TX%22%2C%22programs%22%3A%5B7%5D%2C%22order%22%3A%22%22%7D)

[**%2C%22dir%22%3A%22%22%2C%22grantees%22%3A%5B%5D%2C%22state**](https://www.hudexchange.info/grantees/find-a-grantee/?csrf_token=08EAEF44-18B2-4FDA-91DAB0DCE7B7FD1B&amp;params=%7B%22limit%22%3A20%2C%22sort%22%3A%22%22%2C%22years%22%3A%5B%5D%2C%22searchTerm%22%3A%22%22%2C%22dir%22%3A%22%22%2C%22grantees%22%3A%5B%5D%2C%22state%22%3A%22TX%22%2C%22programs%22%3A%5B7%5D%2C%22order%22%3A%22%22%7D)

[**%22%3A%22TX%22%2C%22programs%22%3A%5B7%5D%2C%22order%22%**](https://www.hudexchange.info/grantees/find-a-grantee/?csrf_token=08EAEF44-18B2-4FDA-91DAB0DCE7B7FD1B&amp;params=%7B%22limit%22%3A20%2C%22sort%22%3A%22%22%2C%22years%22%3A%5B%5D%2C%22searchTerm%22%3A%22%22%2C%22dir%22%3A%22%22%2C%22grantees%22%3A%5B%5D%2C%22state%22%3A%22TX%22%2C%22programs%22%3A%5B7%5D%2C%22order%22%3A%22%22%7D)

[**3A%22%22%7D##granteeSearch**](https://www.hudexchange.info/grantees/find-a-grantee/?csrf_token=08EAEF44-18B2-4FDA-91DAB0DCE7B7FD1B&amp;params=%7B%22limit%22%3A20%2C%22sort%22%3A%22%22%2C%22years%22%3A%5B%5D%2C%22searchTerm%22%3A%22%22%2C%22dir%22%3A%22%22%2C%22grantees%22%3A%5B%5D%2C%22state%22%3A%22TX%22%2C%22programs%22%3A%5B7%5D%2C%22order%22%3A%22%22%7D)

* Coordination: **[Insert how your agency coordinates with the provider) If there is not one insert: There is no coordination as the program does not exist in [Coverage Area] as of (date of current Written Standards)**
  + 1. Temporary Assistance for Needy Families (TANF) ([45](https://www.law.cornell.edu/cfr/text/45) CFR parts [260](https://www.law.cornell.edu/cfr/text/45/part-260)-[265)](https://www.law.cornell.edu/cfr/text/45/part-265);
* Program: TANF Benefits: <https://www.yourtexasbenefits.com/Learn/Home>

[Insert if there is a local agency that helps with TANF benefits)

* + Includes TANF For Families, One Time TANF, One Time TANF for Grandparents.
* Coordination: [Insert how your agency helps clients apply for benefits: does your agency help the client clarify which benefits and self-sufficiency services the family needs immediately does your agency help determine if the family is presumed eligible for TANF and TANF-related medical assistance?)
  + 1. Health Center Program [(42 CFR part 51c](https://www.law.cornell.edu/cfr/text/42/part-51c));
* Program: Federally Qualified Health Centers insert Local Health Center)

**DIRECTORY HERE: Delete after listing:** <https://findahealthcenter.hrsa.gov/>

* Coordination: [Insert how your agency helps clients find a Health Center Program: does your agency help determine if the family is presumed eligible for the Health Center Program?)
  + 1. [State](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=c515d1ad941cf7640505c1f61c857c48&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) Children's Health Insurance Program [(42 CFR part 457](https://www.law.cornell.edu/cfr/text/42/part-457)):
* Program: CHIP and Children's Medicaid
  + Includes Services for Children Age 18 or younger\*. \*Children up to age 20 can qualify for Medicaid in some cases, A Texas resident, A U.S. citizen, or legal permanent resident.
* Coordination: [Insert how your agency helps clients apply for CHIP and Children’s Medicaid: does your agency help determine if the family is presumed eligible for CHIP and Children’s Medicaid?)
  + 1. Head Start ([45 CFR chapter XIII](https://www.law.cornell.edu/cfr/text/45/chapter-XIII), subchapter B);
* Program: **[Insert Local Head Start Program and contact person) DIRECTORY HERE: Delete after listing:** [**https://eclkc.ohs.acf.hhs.gov/center-locator**](https://eclkc.ohs.acf.hhs.gov/center-locator)
* Coordination: **[Insert how your agency helps clients get their children into the head start, does your agency help the client identify if their children are eligible for Head Start?)**
  + 1. Mental Health and Substance Abuse Block Grants ([45 CFR part 96](https://www.law.cornell.edu/cfr/text/45/part-96));
* Program: **[Insert local Mental Health Authority from this service area map and who your direct contact person is) DIRECTORY HERE: Delete after listing:** [https://hhs.texas.gov/sites/default/files/documents/services/mental- health-substance-use/local-mental-health-authority-service-areas.pdf](https://hhs.texas.gov/sites/default/files/documents/services/mental-health-substance-use/local-mental-health-authority-service-areas.pdf)

**[Insert Outreach, screening, assessment and referral (OSAR) provider your service area from this map and who your direct contact person is) DIRECTORY HERE: Delete after listing:** [https://hhs.texas.gov/services/mental-health-substance-use/mental-](https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral) [health-substance-use-resources/outreach-screening-assessment-referral](https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral)

* Coordination; [Insert how your agency helps clients get connected to the Mental Health Authority or OSAR, does your agency help the client identify if they are in need of these services offered by Texas Health and Human Services)?
  + 1. Services funded under the Workforce Investment [Act](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=bc0c8be8306921bfd0aea43dda325090&amp;term_occur=999&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.400) [(29 U.S.C. 2801](https://www.law.cornell.edu/uscode/text/29/2801) et seq.).
* Program: [Insert nearest Texas Workforce Directory of Workforce Solutions Offices & Services and who is your direct contact at Texas Workforce

**Commission?) DIRECTORY HERE: Delete after listing:** [**https://www.twc.texas.gov/programs/workforce-investment-act-**](https://www.twc.texas.gov/programs/workforce-investment-act-program-overview#service)[**program-overview#service**](https://www.twc.texas.gov/programs/workforce-investment-act-program-overview#service)

* Coordination: **[Insert how your agency helps clients are connected to the Workforce Commission office - does your agency help the client identify if they are in need of these services offered by the Texas Workforce Commission?)**

Appendices

*Appendix A- Definitions*

Chronically Homeless:

Chronically homeless means:

1. A ‘‘homeless individual with a disability,’’ as defined in section 401(9) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
   1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
   2. Has been homeless and living as described in paragraph (1) (i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1) (i) of the HUD Homeless Definition. Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.[11](#_bookmark75)

**Continuum of Care (CoC):** The group organized to carry out the responsibilities of the U.S. Department of Housing and Urban Development’s CoC Program and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons, to the extent these groups are represented within the geographic area and are available to participate. Responsibilities of the CoC include the operation of the CoC; designating and operating an HMIS; and Continuum of Care planning.

1. United States Department of Housing and Urban Development, December 2015, Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): Defining “Chronically Homeless” Final Rule: https:[//www.hudexchange.info/resource/4847/hearth-defining-chronically-homeless-final-rule/](http://www.hudexchange.info/resource/4847/hearth-defining-chronically-homeless-final-rule/)

**Coordinated Entry System (CES):** CES refers to the TX BoS CoC’s Coordinated Entry process that serves persons at-risk of or experiencing homelessness in the TX BoS CoC. The process includes standardized structures and protocols that streamline screening, assessment and referral processes for those experiencing homelessness.

**Engagement:** An activity pertaining to locating, identifying, and/or building relationships with unsheltered homeless people and engaging them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

**Enrollment:** The point at which a client has formally consented to participate in a project that has availability to serve the participant.

**Emergency Solutions Grant (ESG):** The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters;

1. provide essential services to shelter residents, (5) rapidly rehouse homeless individuals and families, and (6) prevent families/individuals from becoming homeless.

**Homeless Management Information System (HMIS):** A database that allows agencies within the housing crisis response system to collect basic demographic information, track services, update case plans, and track outcomes at the project and participant level. It is the information system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD. In the TX BoS CoC, the HMIS is called ClientTrack.

**Housing Crisis Response System (HCRS):** A Housing Crisis Response System (HCRS) is a systematic response to homelessness that ensures that homelessness is prevented whenever possible or, if it cannot be prevented, it is a rare, brief, and non-recurring experience. The HCRS is made up of the services and projects that work with individuals and families experiencing homelessness.

**Housing First:** According to the National Alliance to End Homelessness, Housing First is a homeless assistance approach that prioritizes providing people experiencing homelessness with permanent housing as quickly as possible – and then providing voluntary supportive services as needed. This approach prioritizes client choice in both housing selection and in service participation. Housing First programs share critical elements:

* + A focus on helping individuals and families access and sustain permanent rental

housing as quickly as possible;

* + A variety of services delivered to promote housing stability and individual well-being on an as-needed and entirely voluntary basis; and
  + A standard lease agreement to housing – as opposed to mandated therapy or services compliance.

While all Housing First programs share these elements, program models vary significantly depending upon the population served. For people who have experienced chronic homelessness, long-term services and support may be needed. For most people experiencing homelessness, however, such long-term services are not necessary.

**HUD:** The U.S. Department of Housing and Urban Development.

**TX BoS CoC:** The Texas Balance of State Continuum of Care.

**VI-SPDAT and F-VI-SPDAT:** The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) and Family Vulnerability Index – Service Prioritization Decision Assistance Tool (F-VI-SPDAT) are the result of a combination of two tools – the Vulnerability Index (VI) survey created by Community Solutions for use in street outreach, which helps to determine the chronicity and medical vulnerability of homeless persons, and the Service Prioritization Decision Assistance Tool (SPDAT) created by OrgCode as an intake and case management tool.[12](#_bookmark76) Providers in the TX BoS CoC must use the score generated from the tool, in addition to other factors, to prioritize households for housing assistance. The VI SPDAT is used in single-person households, whereas the F-VI-SPDAT is used for households containing more than one person, usually with minor children.

1. OrgCode Consulting, Inc. and Community Solutions, July 2014, The Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) Manual for Single Person Households: [http://www.orgcode.com/wordpress/wp-content/uploads/2014/08/VI-SPDAT-Manual-2014-v1.pdf.](http://www.orgcode.com/wordpress/wp-content/uploads/2014/08/VI-SPDAT-Manual-2014-v1.pdf)

Appendix B – Policies, Forms, and Documents

* + Texas Homeless Network Anti-Discrimination-Policy\_8-26-2020
  + Language Access Plan
  + VAWA-TCFV-5380 Form
  + VAWA-TCFV 5382 Form
  + VAWA Notification Certification Form
  + ESG Emergency-Shelter-and-Permanent-Housing-Standards-Checklists
  + Lead-Based Paint Hazards Brochure Form
  + Lead-based-paint-visual assessment Form
  + Disclosure-Lead Based Paint-Hazard Form
  + Homelessness Prevention Forms
    - ESG Verification of Homeless Status Form
    - ESG Income Screening Tool
    - Declaration of Income Statement
    - Eligibility Determination Form
    - TX BoS CoC HMIS ROI Form
    - Project Start Assessment
    - Homelessness Prevention Participation Agreement
    - Termination of Assistance and Grievance Policy
    - Housing Stability Plan
    - Client Expenses Worksheet
    - VAWA Notice of Occupancy Rights under the Violence Against Women Act
    - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation Form
    - Receipt of Violence Against Women Act Protections and Rights
    - Financial Assistance Calculation Form
    - Rent Reasonableness Checklist and Certification
    - Lead-Based Paint Visual Assessment
    - Lead-Based Paint Brochure
    - Landlord W-9 Form
    - Request Unit Approval Form
    - Rental Assistance Agreement Form
    - Financial Assistance Agreement Form
    - Homelessness Prevention Exit Form
  + Emergency Transfer Form
  + Street Outreach Forms
    - Project Start Assessment
    - ESG Verification of Homeless Status Form
    - TX BoS CoC HMIS ROI Form
    - Termination of Assistance and Grievance Policy
    - Client Expenses Worksheet
    - Housing Stability Plan
    - Street Outreach Exit Form
  + Emergency Shelter Forms
    - Project Start Assessment
    - ESG Verification of Homeless Status Form
    - TX BoS CoC HMIS ROI Form
    - Termination of Assistance and Grievance Policy
    - Client Expenses Worksheet
    - Housing Stability Plan
    - Emergency Shelter Exit Form
  + Rapid Re-housing Forms
    - ESG Verification of Homeless Status Form
    - ESG Income Screening Tool
    - Declaration of Income Statement
    - Eligibility Determination Form
    - TX BoS CoC HMIS ROI Form
    - Project Start Assessment
    - Homelessness Prevention Participation Agreement
    - Termination of Assistance and Grievance Policy
    - Housing Stability Plan
    - Client Expenses Worksheet
    - VAWA Notice of Occupancy Rights under the Violence Against Women Act
    - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation Form
    - Receipt of Violence Against Women Act Protections and Rights
    - Financial Assistance Calculation Form
    - Rent Reasonableness Checklist and Certification
    - Lead-Based Paint Visual Assessment
    - Lead-Based Paint Brochure
    - Landlord W-9 Form
    - Request Unit Approval Form
    - Rental Assistance Agreement Form
    - Financial Assistance Agreement Form
    - Homelessness Prevention Exit Form
  + Notification of Termination Emergency Shelter and Street Outreach
  + Notification of Termination Homelessness Prevention and Rapid Re-housing
  + Termination of Assistance and Grievance Policy

## Texas Balance of State Continuum of Care

**Anti-Discrimination and Equal Access Policy**

|  |  |  |
| --- | --- | --- |
| **Version History** | **Event** | **Date** |
| Version 1 | Approved by the CoC Board and Effective Date | November 8, 2017 |
| Version 2 | Approved by the CoC Board and Effective Date | August 26, 2020 |

##### About this Policy

Years of research and countless studies have repeatedly shown that discrimination threatens not only access to housing but the stability of communities. It is indispensable for all service providers in the TX BoS CoC to ensure they are not further contributing to discrimination and marginalization and ensure individuals receive fair treatment when accessing programs. In order to end homelessness, we need to serve everyone experiencing homelessness regardless of their race, color, national origin, religion, sex, familial status, disability, age, gender, LGBTQIA status, or marital status.

**Anti-Discrimination**

Providers of housing and services in the Texas Balance of State Continuum of Care shall not discriminate on the basis of race, color, national origin, religion, sex, familial status, disability, age, gender identity, sexual orientation, or marital status.

Agencies must comply with the nondiscrimination and equal opportunity provisions of Federal civil rights laws, including, but not limited to the following:

* + - Fair Housing Act prohibits discriminatory housing practices based on race, color, religion, sex, national origin, disability, or familial status;
    - Title II of the Americans with Disabilities Act prohibits public entities from discriminating against individuals with disabilities in all their services, programs, and activities, which include housing and housing-related services such as housing search and referral assistance:
    - Title III of the Americans with Disabilities Act prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating on the basis of disability.

**Texas Balance of State Continuum of Care**

**Equal Access**

Providers shall make housing available to all eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status. Providers will provide housing, services, and/or accommodations in accordance with the client’s gender identity, determine eligibility without regard to actual or perceived sexual orientation, gender identity, or marital status, and will serve all persons regardless of actual or perceived barriers to services.

**Reporting Discrimination**

If a participant or potential participant believes their rights were violated, we encourage them to contact THN, as the Lead Agency for the Texas Balance of State Continuum of Care, at [txboscoc@thn.org](mailto:txboscoc@thn.org) or (512) 482-8270. A staff member will walk the participant or potential participant through the process for submitting a formal complaint.

*Language Assistance Plan – Example*

Introduction

**Agency Name** has prepared this Language Access Plan (“LAP” or “Plan”), which defines the actions to be taken by **Agency Name** to ensure meaningful access to agency services, programs and activities on the part of persons who have limited English proficiency. **Agency Name** will review and update, on a biennial basis or as needed, this LAP in order to ensure continued responsiveness to community needs and compliance with Executive Order 13166 (which may be found at <http://www.justice.gov/crt/about/cor/Pubs/eolep.php>), interpreting Title VI of the Civil Rights Act of 1964.

Purpose

The purpose of this Plan is to ensure clients of **Agency Name** have meaningful access to services, programs and activities although they may be limited in their English language proficiency. **Agency Name** is committed to this Plan as the appropriate response to meeting our clients’ needs. The Plan is consistent with the guidance promulgated by all relevant Federal agencies. A Limited English Proficient (“LEP”) person is someone who is not able to speak, read, write or understand the English language at a level that allows him/her to interact effectively with **Agency Name** staff. A client maintains the right to self identify as a LEP person.

Identify LEP individuals

* + - Research population eligible for services
    - Research languages spoken by LEP people, number of LEP (limited English proficient) people in service area -- include the Spanish language (and other languages as needed)

**Agency Name** has identified that of the population eligible for services, the languages spoken by LEP people in our service area are **list languages**

Language Access Needs Assessment – describe the nature and importance of the program provided

**Agency Name** shall make meaningful access available to each regularly encountered LEP group and specifically to the prevalent LEP population in Texas: native Spanish-speaking individuals (**List other languages if identified**).

Meaningful access, as used in this document, means language assistance that results in accurate, timely, and effective communication at no cost to the LEP individual. For LEP individuals, meaningful access denotes access that is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals

Consider:

* + - Are there staff available that speak several languages?

**Fill in considerations**

* + - Language service protocols – agreements with nonprofits, contracts for translation and interpreting services

**Fill in considerations**

* + - Identify ways in which language assistance will be provided - Consider how to respond to LEP callers, LEP written communication, and how to ensure the competency of interpreters and translation services.

**Fill in considerations**

**Agency Name** shall adopt a procedure for providing oral interpretation services to LEP customers. Multilingual signage shall be posted in public contact places asking LEP customers to identify the language they need. The agency shall make use of bilingual personnel for initial interpretation services and may use telephonic interpretation services, contract interpreters, or community or professional services as may be necessary. The agency shall maintain a list of its qualified bilingual staff and community resources that are able to provide free (for the program participant) interpretation services, as well as a list of the most common languages encountered.

Staff training

Staff will be trained on an ongoing basis, particularly with use of appropriate language translation services. Internal staff will have access to a list of all staff members and community resources with fluency in languages other than English.

Vital document translation

* + - Define mechanism to identify and translate vital documents

**Fill in answer**

* + - How will the program provide appropriately translated notices to LEP persons?

**Fill in answer**

**Agency Name** shall determine which documents are vital and shall translate vital documents into the languages identified. Translation will be prioritized for those documents which are most needed to alleviate an immediate problem for an individual (*e.g*., client intake forms, homeless assistance), to be determined at the **[Agency's Executive Director]** discretion.

Monitoring and Updating the LAP

**Agency Name** will review and update, on a biennial basis or as needed, this LAP in order to ensure continued responsiveness to community needs and compliance with Executive Order 13166. **Agency Name** will periodically review the agency’s actions toward increasing access for LEP persons in order to ensure continued steps toward wider language access.

Resources:

* [See FR-2007-01-22](https://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf) for further guidance.
* HUD LEP FAQs: http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/promotingfh/lep-faq
* LEP federal guidance: <http://www.lep.gov/>

**[Insert Name of Housing Provider**[1](#_bookmark81)**]**

**Notice of Occupancy Rights under the Violence Against Women Act**[2](#_bookmark82)

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.[3](#_bookmark83) VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[4](#_bookmark84) The Texas Department of Housing and Community Affairs is the State agency that oversees (please circle the covered program) **the Housing Tax Credit, HOME Multifamily, HOME**

**Tenant Based Rental Assistance, Tax Credit Assistance Program-Repayment Funds,**

**National Housing Trust Fund, Emergency Solutions Grant, Section 811 Project Rental**

**Assistance Program, and the Housing Choice Voucher Program “covered program”.** This

notice explains your rights under VAWA. A U.S. Department of Housing (“HUD”) approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

1 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. Program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

2 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

3 The VAWA statute uses the term victims to describe those with VAWA protections, but the Department herein refers to this class of persons as subject to protections under VAWA.

4 Housing providers in the covered programs cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD- insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Protections for Applicants

If you otherwise qualify for assistance under **a covered program listed above,** you cannot be

denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **the covered program,** you may not be denied assistance,

terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been subject to of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **the covered program** solely on

the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household**

The Housing Provider (“HP”) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator

was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has VAWA protections and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking (such as HUD’s self-certification form 5382).

**Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

* 1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
  2. **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
  3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

**You have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you have been subject to sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and work to ensure the confidentiality of the location of any move by such victims and their families.

HP’s emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the

documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

* + A complete HUD-approved certification form (HUD form 5382) given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
  + A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
  + A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
  + Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

**Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

* + You give written permission to HP to release the information on a time limited basis.
  + HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
  + A law requires HP or your landlord to release the information.

VAWA does not limit HP’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been subject to domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been subject to domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for persons subject to domestic violence, dating violence, sexual assault, or stalking. You may be

entitled to additional housing protections for persons subject to domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with the Requirements of This Notice**

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at <https://www.tdhca.state.tx.us/complaint.htm>or 800-525-0657 or 817-978-5600 the HUD Fort

Worth regional office, (800) -669-9777, (TTY 817-978-5595).

**For Additional Information**

You may view a copy of HUD’s final VAWA rule at: [https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)

[reauthorization-act-of-2013-implementation-in-hud-housing-programs.](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline.

Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

**Domestic Violence, Sexual Assault and Stalking Resources**

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing or local domestic violence services providers: <http://tcfv.org/service-directory/?wpbdp_view=all_listings>.

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656- HOPE. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: <http://taasa.org/crisis-center-locator/>.

For information regarding stalking visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Victims of a variety of crimes my find referrals by contacting t the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855- 484-2846) or searching for local providers at [http://victimconnect.org/get-help/connect-](http://victimconnect.org/get-help/connect-directory/)

[directory/](http://victimconnect.org/get-help/connect-directory/).

Legal Resources

**TexasLawHelp.org**

[www.texaslawhelp.org](http://www.texaslawhelp.org/)

TexasLawHelp.org is a website that provides free, reliable legal information on a variety of topics such as; family law, consumer protection and debt relief, health and benefits, employment law, housing, wills and life planning, and immigration. The website offers interactive and downloadable legal forms, self-help tools and videos on legal issues, and can assist in locating local free legal services.

Texas Advocacy Project, A VOICE

**1.888. 343.4414**

Advocates for Victims of Crime (A VOICE), a project of Texas Legal Services Center, provides free direct legal representation and referrals to victims of violent crime, and providing education about crime victim’s rights and assistance with Crime Victims Compensation applications. Note: callers will most likely leave a message and their call will be returned by an attorney.

Legal Aid for Survivors of Sexual Assault (LASSA)

**1-844-303-SAFE (7233)**

The LASSA Hotline is answered by attorneys seven days a week. The Hotline attorneys provide sexual assault survivors with legal information and advice about legal issues that may arise following a sexual assault including crime victim’s rights, housing, and safety planning.

Family Violence Legal Line

**800-374-HOPE**

Texas Advocacy Project. Offers the HOPE Line, Monday -Friday 9am-5pm, staffed by attorneys can help you with a variety of legal concerns related to domestic violence, sexual assault, and stalking.

**Attachment:** Certification form HUD-5382.

**CERTIFICATION OF U.S. Department of Housing** OMB Approval No. 2577-0286 **DOMESTIC VIOLENCE, and Urban Development** Exp. 06/30/2017 **DATING VIOLENCE,**

SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

* 1. A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
  2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
  3. At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. **Date the written request is received by victim:**
2. **Name of victim:**
3. **Your name (if different from victim’s):**
4. **Name(s) of other family member(s) listed on the lease:**
5. **Residence of victim:**
6. **Name of the accused perpetrator (if known and can be safely disclosed):**
7. **Relationship of the accused perpetrator to the victim:**
8. **Date(s) and times(s) of incident(s) (if known):**
9. **Location of incident(s):**

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature Signed on (Date)

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

|  |  |
| --- | --- |
| **Emergency Solutions Grants (“ESG”) Subrecipient:** | **ESG Contract No:** |
| **Applicant/Program Participant Name:** |  |

**VAWA was reauthorized in 2013, and provides basic protections and rights for applicants and residents receiving rental assistance. The “Notice of Occupancy Rights under the Violence Against Women Act” based on HUD form 5380, and the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking,” HUD form 5382, must be provided to applicants of and Program Participants in the ESG Program.**

|  |  |  |
| --- | --- | --- |
| **Initial Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic**  **Violence, Dating Violence, Sexual Assault, or Stalking” at submission of Application for rental assistance** | | |
| I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and*  “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Applicant Signature |  | Date of Application |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *Prior to Execution of a Rental Assistance Agreement with ESG Subrecipient*** | | |
| I have been approved to receive ESG rental assistance and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Rental Assistance Agreement |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *at notification of Eviction or Termination of Assistance*** | | |
| I am being evicted or my ESG rental assistance is terminating and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Eviction/Non Renewal of Lease |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *at Annual Recertification of ESG certification or upon lease renewal*** | | |
| I am renewing my ESG rental assistance, or my lease is being renewed, and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Lease Renewal |

|  |  |  |
| --- | --- | --- |
| *Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.* | | |
| SimpleSeal BLACK med res.jpg | **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711 Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us/) | Eq Hsng logo transparant |

**ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklists**

About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

* + Emergency Shelter Standards.
    - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
    - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
  + **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at

§576.403(a). For more discussion about how and when the standards apply, see ***ESG Minimum Standards for Emergency Shelters and Permanent Housing,*** located at [http://OneCPD.info/esg.](http://onecpd.info/esg)

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter’s or unit’s status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an “approving official,” if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

**Minimum Standards for Emergency Shelters**

**Instructions**: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter’s files.

|  |  |  |
| --- | --- | --- |
| **Approved** | **Deficient** | **Standard**  *(24 CFR part 576.403(b))* |
|  |  | 1. *Structure and materials*:    1. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.    2. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and   appliances. |
|  |  | 1. *Access*. Where applicable, the shelter is accessible in accordance with:    1. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;    2. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and    3. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28   CFR part 35. |
|  |  | 3. *Space and security*: Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place  to sleep and adequate space and security for themselves and their belongings. |
|  |  | 4. *Interior air quality*: Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level  that might threaten or harm the health of residents. |
|  |  | 5. *Water Supply*: The shelter’s water supply is free of contamination. |
|  |  | 6. *Sanitary Facilities*: Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for  personal cleanliness and the disposal of human waste. |
|  |  | 7. *Thermal environment*: The shelter has any necessary heating/cooling facilities in  proper operating condition. |
|  |  | 1. *Illumination and electricity*:    1. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.    2. There are sufficient electrical sources to permit the safe use of electrical   appliances in the shelter. |
|  |  | 9. *Food preparation*: Food preparation areas, if any, contain suitable space and  equipment to store, prepare, and serve food in a safe and sanitary manner. |
|  |  | 10. *Sanitary conditions*: The shelter is maintained in a sanitary condition. |
|  |  | 1. *Fire safety*:    1. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.    2. All public areas of the shelter have at least one working smoke detector.    3. The fire alarm system is designed for hearing-impaired residents.    4. There is a second means of exiting the building in the event of fire or other   emergency. |
|  |  | 12. If ESG funds were used for renovation or conversion, the shelter meets state or  local government safety and sanitation standards, as applicable. |
|  |  | 13. Meets additional recipient/subrecipient standards (if any). |

**CERTIFICATION STATEMENT**

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

Property meets all of the above standards. Property does not meet all of the above standards.

**COMMENTS:**

ESG Recipient Name:

ESG Subrecipient Name (if applicable): Emergency Shelter Name:

Street Address: City: State: Zip:

Evaluator Signature: Date of review: Evaluator Name:

Approving Official Signature (if applicable): Date:

Approving Official Name (if applicable):

##### Minimum Standards for Permanent Housing

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

|  |  |  |
| --- | --- | --- |
| **Approved** | **Deficient** | **Standard**  *(24 CFR part 576.403(c))* |
|  |  | 1. *Structure and materials*: The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and  safety of the residents. |
|  |  | 2. *Space and security*: Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an  acceptable place to sleep. |
|  |  | 3. *Interior air quality*: Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might  threaten or harm the health of residents. |
|  |  | 4. *Water Supply*: The water supply is free from contamination. |
|  |  | 5. *Sanitary Facilities*: Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for  personal cleanliness and the disposal of human waste. |
|  |  | 6. *Thermal environment*: The housing has any necessary heating/cooling  facilities in proper operating condition. |
|  |  | 7. *Illumination and electricity*: The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of  electrical appliances in the structure. |
|  |  | 8. *Food preparation*: All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary  manner. |
|  |  | 9. *Sanitary condition*: The housing is maintained in sanitary condition. |
|  |  | 10. *Fire safety*: |
| 1. There is a second means of exiting the building in the event of fire or   other emergency.   1. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. 2. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. 3. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms,   day care centers, hallways, stairwells, and other common areas. |
|  |  | 11. Meets additional recipient/subrecipient standards (if any). |

**CERTIFICATION STATEMENT**

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

Property meets all of the above standards. Property does not meet all of the above standards.

**COMMENTS:**

ESG Recipient Name: ESG Subrecipient Name:

Program Participant Name: Street Address:

Apartment:

City: State: Zip:

Evaluator Signature: Date of review: Evaluator Name:

Approving Official Signature (if applicable): Date: Approving Official Name (if applicable):

# Protect Your Family From Lead in Your Home

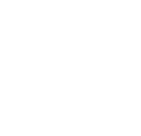


United States Environmental Protection Agency



January 2020

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

109

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

* How lead gets into the body
* How lead afects health
* What you can do to protect your family
* Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

* Sellers must disclose known information on lead-based paint or lead- based paint hazards before selling a house.
* Real estate sales contracts must include a specifc warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
* Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take efect. Leases must include a specifc warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

* Read EPA’s pamphlet, *The Lead-Safe Certifed Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



**Simple Steps to Protect Your Family from Lead Hazards**

If you think your home has lead-based paint:

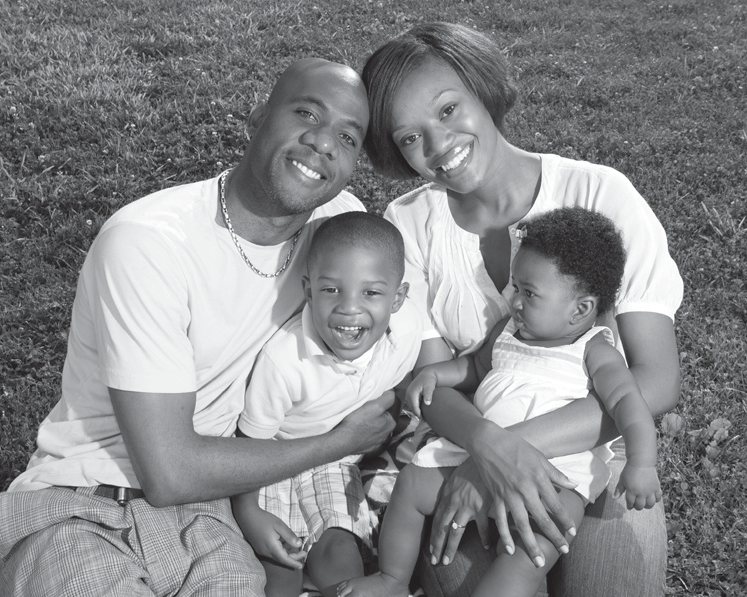
* + Don’t try to remove lead-based paint yourself.
  + Always keep painted surfaces in good condition to minimize deterioration.
  + Get your home checked for lead hazards. Find a certifed inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
  + Talk to your landlord about fxing surfaces with peeling or chipping paint.
  + Regularly clean foors, window sills, and other surfaces.
  + Take precautions to avoid exposure to lead dust when remodeling.
  + When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe certifed renovation frms.
  + Before buying, renting, or renovating your home, have it checked for lead-based paint.
  + Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
  + Wash children’s hands, bottles, pacifers, and toys often.
  + Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
  + Remove shoes or wipe soil of shoes before entering your house.

##### Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

* Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
* Swallow lead dust that has settled on food, food preparation surfaces, and other places.
* Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

* At this age, children’s brains and nervous systems are more sensitive to the damaging efects of lead.
* Children’s growing bodies absorb more lead.
* Babies and young children often put their hands

and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

* Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

**Lead afects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:** Brain Nerve Damage



* Nervous system and kidney damage
* Learning disabilities, attention-defcit disorder, and decreased intelligence
* Speech, language, and behavior problems
* Poor muscle coordination
* Decreased muscle and bone growth
* Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating efects on children, including

Slowed Growth

Digestive Problems

Reproductive Problems (Adults)

Hearing Problems

seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

* Harm to a developing fetus
* Increased chance of high blood pressure during pregnancy
* Fertility problems (in men and women)
* High blood pressure
* Digestive problems
* Nerve disorders
* Memory and concentration problems

##### Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

* Children at ages 1 and 2
* Children or other family members who have been exposed to high levels of lead
* Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

**Where Lead-Based Paint Is Found**

In general, the older your home or childcare facility, the more likely it has lead-based paint.1

**Many homes, including private, federally-assisted, federally- owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.2

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

* In homes and childcare facilities in the city, country, or suburbs,
* In private and public single-family homes and apartments,
* On surfaces inside and outside of the house, and
* In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

1 “Lead-based paint” is currently defned by the federal government as paint with

lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm2), or more than 0.5% by weight.

2 “Lead-containing paint” is currently defned by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

##### Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

* On windows and window sills
* Doors and door frames
* Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition

and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on

surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defnes the following levels of lead in dust as hazardous:

* 10 micrograms per square foot (μg/ft2) and higher for foors, including carpeted foors
* 100 μg/ft2 and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defnes the following levels of lead in soil as hazardous:

* 400 parts per million (ppm) and higher in play areas of bare soil
* 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to fnd out if paint, dust, or soil lead hazards exist is to

##### Checking Your Home for Lead

You can get your home tested for lead in several diferent ways:

* A lead-based paint **inspection** tells you if your home has lead- based paint and where it is located. It won’t tell you whether your home currently has lead hazards. A trained and certifed testing professional, called a lead-based paint

inspector, will conduct a paint inspection using methods, such as:

* + Portable x-ray fuorescence (XRF) machine
  + Lab tests of paint samples
* A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certifed testing professional, called a risk assessor, will:
  + Sample paint that is deteriorated on doors, windows, foors, stairs, and walls
  + Sample dust near painted surfaces and sample bare soil in the yard
  + Get lab tests of paint, dust, and soil samples
* A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

##### Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certifed renovators (see page 12) may:

* Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certifed lead-based paint inspector or risk assessor
* Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
* Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and efectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.3

3 Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

##### What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family’s risk:

* If you rent, notify your landlord of peeling or chipping paint.
* Keep painted surfaces clean and free of dust. Clean foors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
* Carefully clean up paint chips immediately without creating dust.
* Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
* Wash your hands and your children’s hands often, especially before they eat and before nap time and bed time.
* Keep play areas clean. Wash bottles, pacifers, toys, and stufed animals regularly.
* Keep children from chewing window sills or other painted surfaces, or eating soil.
* When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe Certifed renovation frms (see page 12).
* Clean or remove shoes before entering your home to avoid tracking in lead from soil.
* Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

##### Photo of woman shaking contractor hand Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

* In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead- contaminated soil. These actions are

not permanent solutions and will need ongoing attention.

* You can minimize exposure to lead

when renovating, repairing, or painting by hiring an EPA- or state- certifed renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.

* To remove lead hazards permanently, you should hire a certifed lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certifed contractor who is trained to address lead hazards safely.

* Hire a Lead-Safe Certifed frm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
* To correct lead hazards permanently, hire a certifed lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certifed contractors will employ qualifed workers and follow strict safety rules as set by their state or by the federal government.

##### Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

* 40 micrograms per square foot (μg/ft2) for foors, including carpeted foors
* 250 μg/ft2 for interior windows sills
* 400 μg/ft2 for window troughs

For help in locating certifed lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

##### Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

* Be a Lead-Safe Certifed frm approved by EPA or an EPA-authorized state program
* Use qualifed trained individuals (Lead-Safe Certifed renovators) who follow specifc lead-safe work practices to prevent lead contamination
* Provide a copy of EPA’s lead hazard information document, *The Lead-Safe Certifed Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

* **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
* **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead- contaminated dust that their use is prohibited. They are:
  + Open-fame burning or torching
  + Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  + Using a heat gun at temperatures greater than 1100°F
* **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
* **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA’s requirements for RRP projects, visit

##### Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fxtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can’t smell or taste lead in drinking water.

To fnd out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

* Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
* Before drinking, fush your home’s pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
* Regularly clean your faucet’s screen (also known as an aerator).
* If you use a flter certifed to remove lead, don’t forget to read the directions to learn when to change the cartridge. Using a flter after it has expired can make it less efective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area’s water company can also provide information about the lead levels in your system’s drinking water.

For more information about lead in drinking water, please contact EPA’s Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to fnd out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA’s lead in drinking water information. Some states or utilities ofer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY

##### Other Sources of Lead, continued

* **Lead smelters** or other industries that release lead into the air.
* **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.
* **Hobbies** that use lead, such as making pottery or stained glass, or refnishing furniture. Call your local health department for information about hobbies that may use lead.
* Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children’s products may have parts that contain lead.4
* Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
* Folk remedies, such as **“greta”** and **“azarcon,”** used to treat an upset stomach.

4 In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products.

##### For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](https://www.hud.gov/lead), or call **1-800-424-LEAD (5323).**

EPA’s Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC’s website at [cpsc.gov](http://cpsc.gov/) or [saferproducts.gov](http://saferproducts.gov/).

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead- based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on fnding

a lead abatement frm in your area, and on possible sources of fnancial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll- free Federal Relay Service at **1-800-877-8339**.

##### U. S. Environmental Protection Agency (EPA) Regional Ofces

The mission of EPA is to protect human health and the environment. Your Regional EPA Ofce can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact

U.S. EPA Region 1

5 Post Ofce Square, Suite 100, OES 05-4

Boston, MA 02109-3912

(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact

U.S. EPA Region 2

2890 Woodbridge Avenue

Building 205, Mail Stop 225

Edison, NJ 08837-3679

(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact

U.S. EPA Region 3 1650 Arch Street

Philadelphia, PA 19103

(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact

U.S. EPA Region 4

AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW

Atlanta, GA 30303

(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact

U.S. EPA Region 5 (LL-17J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact

U.S. EPA Region 6

1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733

(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska) Regional Lead Contact

U.S. EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219 (800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact

U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact

U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street

San Francisco, CA 94105 (415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact

U.S. EPA Region 10 (20-C04)

Air and Toxics Enforcement Section

1200 Sixth Avenue, Suite 155

Seattle, WA 98101

(206) 553-1200

##### Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**

4330 East West Highway Bethesda, MD 20814-4421

1-800-638-2772

[cpsc.gov](http://cpsc.gov/) or [saferproducts.gov](http://saferproducts.gov/)

**U. S. Department of Housing and Urban Development (HUD)**

HUD’s mission is to create strong, sustainable, inclusive communities and quality afordable homes for all. Ofce of Lead Hazard Control and Healthy Homes for further information

regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000

(202) 402-7698

[hud.gov/lead](https://www.hud.gov/lead)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientifc and technical understanding of the issues presented and is refective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460 EPA-747-K-12-001

U. S. CPSC Bethesda MD 20814 January 2020

U. S. HUD Washington DC 20410

**IMPORTANT!**

##### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

* Children under 6 years old are most at risk for lead poisoning in your home.
* Lead exposure can harm young children and babies even before they are born.
* Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
* Even children who seem healthy may have dangerous levels of lead in their bodies.
* Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
* People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
* People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

128

**ESG Lead-Based Paint Visual Assessment**

All units in which ESG program participants reside are subject to LBP requirements. Individuals completing this form must complete the online HUD training: <http://www.hud.gov/ofices/lead/training/visualassessment/h00101.htm>

Program Participant Name: Property Address: Property Owner Name:

Check all that apply:

* Property was built after 1978
* Year Property Built:
* No child under 6 lives with program participant
* Property is zero bedrooms, SRO housing, elderly housing
* Property has been tested and determined to not contain LBP (attach documentation)
* Property has had LBP hazards removed (attach documentation)

If any items are checked above, no Visual Assessment is required. Please include signatures of participant and agency, and date. If no items are checked above – Visual Assessment required

* Interior: Is there any peeling, chipping, chalking or cracking paint?
* Interior: Deterioration exceeds the de minimis level?
* Exterior: Is there any peeling, chipping, chalking or cracking paint?
* Exterior: Deterioration exceeds the de minimis level?
* Common Areas: Is there any peeling, chipping, chalking or cracking paint?
* Common Areas: Deterioration exceeds the de minimis level?

Describe any action taken:

Program Participant: Date:

Program Staff Person: Date:

129

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

Lessor’s Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

1. Records and reports available to the lessor (check (i) or (ii) below):
   1. Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

1. Lessee has received copies of all information listed above.
2. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent’s Acknowledgment (initial)

1. Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lessor | Date |  | Lessor | Date |
| Lessee | Date |  | Lessee | Date |
| Agent | Date |  | Agent | Date |

130

**ESG VERIFICATION OF HOMELESS STATUS**

**Client Name**:

**HMIS/DV#**:

Agency:

In all cases of homelessness, HUD has a preferred order for documentation:

* + The best documentation to use is written, third (3rd ) party documentation (attach directly to this form),
  + Followed by oral 3rd party (attach statement confirming oral conversation directly to this form)
  + Followed by Intake Staff Observations (only applicable where indicated), and (attach statement confirming observations directly to this form)
  + Completed Self-Certification form by the participant (only applicable where indicated.)

**Note: Self-Certification should be used as last resort if third party documentation is not obtainable.** \* Homelessness Prevention projects can only serve individuals and families that have an annual median income (AMI) at 30% or below and three-month recertification is required for continued assistance \* Rapid Rehousing projects must re-assessed individuals and families at the 12th month and total household income must be at or below 30% AMI.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CRITERIA FOR DEFINING HOMELESSNESS**  (Place an **“X”** in the correct ESG activity) | | | | |
| **Category 1**   * Street Outreach * Emergency Shelter * Rapid Rehousing | **Category 2**   * Emergency Shelter * Homelessness Prevention | **Category 3**   * Emergency Shelter * Homelessness Prevention | **Category 4**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention | **Ineligible Client**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet Category 1 -4** |
| Individual or family who lacks, regular and adequate nighttime residence, meaning:   * Primary nighttime residence is public or private and not meant for human habitation. * Is living in a public or privately- operated shelter (congregate shelters, transitional housing and hotels and motels are paid for by charitable organizations or federal, state and local government. * Is exiting an institution where(s) he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering   that institution. | **Imminent Risk:**  Individual or family who will imminently lose their primary nighttime residence, provided that:   * Residence will be lost within 14 days of the date of application for homeless assistance * No subsequent residence has been identified; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing.   **At Risk:** | Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:   * Are defined homeless under the listed federal statutes; * Have no lease, ownership interest or occupancy agreement in permanent housing for 60 days prior to the homeless assistance application; * Have experience persistent instability as measured by two (2) moves or more during in the preceding 60 days; and * Can be expected to continue such status for an extended period due to special needs and barriers. | Any individual or family who:   * Is fleeing, or is attempting to flee domestic violence; * Has no other residence; and * Lacks the resources or support networks to obtain other permanent housing. | Any individual or family who:   * Does not meet the criteria set forth in Category 1 – 4 for defining homelessness   131 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | * Individual or family with annual income below 50%AMI; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing; and meets one of the following: * Has moved because of economic reasons 2 or more times during the past 60 days * Is living in the home of another because of economic hardship * Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after date of application for assistance * Lives in a hotel or motel, cost NOT paid for by charity or other assistance * Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau * Is exiting a publicly funded institution * Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the consolidated plan |  |  |  |
| **ESG RECORDKEEPING REQUIREMENTS** | | | | |
| **Category 1** | **Category 2** | **Category 3** | **Category 4** | **Ineligible Client** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal**  **Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet**  **Category 1 -4** |
| * Written observation by outreach worker; or * Written referral by another housing or service provider; or * Self-Certification by individual or head of household stating that   (s) he was living on the street or in shelter; (complete required form included below)   * Individuals exiting an institution   + one of the forms of evidence above and:     1. Discharge paperwork or written/oral referral, or     2. Written record of intake worker’s due diligence to obtain above evidence and certification by individual that they exited institution. | **Imminent Risk:**   * Court order from an eviction; or * Hotel and motel exit-evidence that they lack the financial resources; or * Documented and verified oral statement; and * Certification that no subsequent residence has been identified; and * Self-certification or other written documentation that household lack the financial resources and support necessary to obtain permanent housing (PH**).** (complete required form included below) **(Use as a last resort)**   **At Risk:**   * Evidence that they lack financial resources * Documentation of #/dates of moves * 21-day notice * Documentation of housing (hotel/motel, institution, SRO, etc) * Documentation of characteristics associated with housing instability and increased risk of homelessness | * Certification by non-profit, local and state government that the household seeking assistance met the homelessness criteria under another federal statute; and * Certification of no PH in last 60 days; and * Self-Certification by the head of household and any available supporting documentation, that   (s) he has moved two (2) or more times in the past 60 days; (complete required form included below) and   * Documentation of special needs or 2 or more barriers. | **For victim service providers:**   * Oral statement by individual or head of household which states; they are fleeing; they have no other subsequent residence and lack resources. (Statement must be documented by self-certification or intake worker).   **For non-victim service providers:**   * Oral statement by individual or head of household seeking assistance (documented by self-certification (complete required form included below) or intake worker). The family safety must not be jeopardized. * Certification by head of household that no subsequent residence has been identified; and * Self-Certification or other written documentation, the household lacks financial resources and support networks to obtain other permanent housing. **(Use as a last resort)** (complete required form   included below) |  |

**I Certify that the household lacks the financial resources and support to necessary obtain permanent housing: ☐ Yes: ☐ No:**

**Verified by**:

**Date:**

**HMIS#:**

**Subrecipient MUST attach and submit third party documentation to support client’s verification of homelessness status**

**SG SELF-CERTIFICATION OF HOMELESS STATUS FORM**

Note: Self-Certification should be used as last resort if third party documentation is not obtainable.

Check one:

I am a household **without** dependent children (complete one form for each adult in the household) I am a household **with** dependent children (complete one form for the household)

Number of persons in the household:

This is to certify that the above-named individual or household is currently homeless or at-risk of homelessness, based on the following and other indicated information and the signed declaration by the applicant.

**CATEGORY 1**

**Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:**

My Primary nighttime residence is a public or private place not meant for human habitation;

I [and my children] are living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);

I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

CATEGORY 2

I am an individual or family at imminent risk of losing my primary nighttime residence and have all of the following circumstances:

My residence will be lost within 14 days of the date of this notice; and

No subsequent residence has been identified; and

I (and my children) lack the resources or support networks needed to obtain permanent housing

CATEGORY 3

I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but meet all of the following circumstances:

I am defined as homeless under another federal statute;

I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;

I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and I expect to continue in such status for an extended period of time due to special needs or barriers defined

follows:

CATEGORY 4

I am an individual or family that is:

* Fleeing, or attempting to flee due to domestic violence;
* Have no other residence; and
* Lack the resources or support networks to obtain other permanent housing

I certify that the information above I have provided in applying for ESG assistance is true, accurate and complete.

**ESG Client Signature: Date:**

For official use only:

**Staff Certification**

I understand that third-party verification is the preferred method of certifying homelessness or risk for homelessness for an individual/household who is applying for ESG assistance. I understand self-certification is only permitted when I have attempted to, but cannot obtain third party verification.

Documentation of attempt(s) made for third-party verification:

|  |  |
| --- | --- |
| **Date** | **Type of Attempt (oral, written, email etc.)** |
|  |  |
|  |  |
|  |  |
|  |  |

**Staff Signature: Date:**

Dear Participant:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ESG INCOME SCREENING TOOL**

The information on this form is needed to determine if your household is eligible to participate under a Texas Department of Housing and Community Affair’s (THDCA) Emergency Solutions Grants program. Please complete this entire form and leave *no blanks*.

1. **SUBRECIPIENT INFORMATION TO BE COMPLETED BY SUBRECIPIENT STAFF**

|  |  |
| --- | --- |
| **Subrecipient Name:** | **TDHCA Contract #:** |
| **Staff Name:** | **Staff Title:** |
| **Subrecipient Address:** | **Subrecipient Phone:** |
| **Subrecipient Email Address:** | **Subrecipient Fax:** |

1. **THIS SECTION TO BE COMPLETED BY PARTICIPANT**

**This section may be completed with the assistance of the case manager. If this is the case, please initial here:**

|  |  |
| --- | --- |
| **A. PARTICIPANT CONTACT INFORMATION** | |
| **Street Address (as shown on driver’s license or government ID):** | **Apt #:** |
| **City/State/Zip:** | **County:** |
| **Current Address (if different from above):** | **Apt #:** |
| **City/State/Zip:** | **County:** |
| **Email Address:** | **Home Phone: ( )**  **Mobile Phone: ( )** |
| **Emergency Contact Name:** | **Phone: ( )** |

|  |  |
| --- | --- |
| **B. PREVIOUS RESIDENCY INFORMATION** | |
| **Previous Address/City/State:** | **Cost per Month:** |
| **Reason For Leaving:** | **Occupied For: Yrs Mos** |
| **Contact/Landlord Name:** | **Phone:** |

**C. HOUSEHOLD COMPOSITION – List the Head of Household and all other persons who comprise the household**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Full Name (exactly as on driver’s license or other govt. document)** | **Relationship to Head of HH** | **Date of Birth** | **Gender** | **Student Status**  **F/T=Full Time P/T=Part Time** | | | **Social Security No./ Alien Registration No.** | **Receiving income** | |
| 1 | **Head of Household** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 2 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 3 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 4 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 5 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 6 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 7 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |
| 8 | **Co-Head Spouse Dependent Other Adult** |  | **Male Female** | F/T | P/T | N/A |  | **Yes** | **No** |

|  |
| --- |
| **D. HOUSEHOLD COMPOSITION INFORMATION** |
| Are any of the household members listed above foster children? NO YES, who? Are any of the household members listed above a live-in attendant? NO YES, who? Are any household members temporarily absent from the home? NO YES, who?  Indicate reason for temporary absence:  Do you anticipate any other members will join your household within the next 12 months? NO YES  If yes, explain: |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **E. ANNUAL INCOME (List ALL income of adults and children in your household, except for the earned income from employment by persons under the age of 18)** | | | | | | |
|  | | | | | | |
| **Identify income from any of the following sources, including periodic payments:** | | **Head of Household** | **Co-Head/ Spouse** | **Other Adult Member(s)** | **Child or Dependent** | **Total** |
| **Salary** | **Yes No** |  |  |  |  |  |
| **Overtime Pay** | **Yes No** |  |  |  |  |  |
| **Commissions/Fees** | **Yes No** |  |  |  |  |  |
| **Tips and Bonuses** | **Yes No** |  |  |  |  |  |
| **Salary from 2nd job** | **Yes No** |  |  |  |  |  |
| **Temporary Income** | **Yes No** |  |  |  |  |  |
| **Income from Military** | **Yes No** |  |  |  |  |  |
| **Interest/Dividends** | **Yes No** |  |  |  |  |  |
| **Business Net Income** | **Yes No** |  |  |  |  |  |
| **Net Rental Income** | **Yes No** |  |  |  |  |  |
| **Social Security** | **Yes No** |  |  |  |  |  |
| **Supplemental Security Income** | **Yes No** |  |  |  |  |  |
| **Pension** | **Yes No** |  |  |  |  |  |
| **Retirement Funds** | **Yes No** |  |  |  |  |  |
| **Familial Support** | **Yes No** |  |  |  |  |  |
| **Unemployment Benefits** | **Yes No** |  |  |  |  |  |
| **Workers’ Compensation** | **Yes No** |  |  |  |  |  |
| **Alimony** | **Yes No** |  |  |  |  |  |
| **Child Support (Circle Type)** | **Yes No** |  |  |  |  |  |
| **Anticipated, Voluntary, Court Ordered (regardless if pd)** | |
| **AFDC/TANF** | **Yes No** |  |  |  |  |  |
| **Educational Scholarship/Grant** | **Yes No** |  |  |  |  |  |
| **Other:**  **Explain:** | **Yes No** |  |  |  |  |  |
| **Total:** | | | | | |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **F. CURRENT EMPLOYMENT CONTACT INFORMATION** | | | | | | | |
| Household Member’s Name | | Occupation | | | Work Phone | | |
| Name and Street Address of Employer | | | City | | State | | Zip Code |
| Date Hired | Hourly Weekly bi-weekly twice a month Salary $ Monthly Yearly Other | | | # of hours worked per week | | Work Fax | |
|  | | | | | | | |
| Household Member’s Name | | Occupation | | | Work Phone | | |
| Name and Street Address of Employer | | | City | | State | | Zip Code |
| Date Hired | Hourly Weekly bi-weekly twice a month Salary $ Monthly Yearly Other | | | # of hours worked per week | | Work Fax | |
|  | | | | | | | |
| Household Member’s Name | | Occupation | | | Work Phone | | |
| Name and Street Address of Employer | | | City | | State | | Zip Code |
| Date Hired | Hourly Weekly bi-weekly twice a month Salary $ Monthly Yearly Other | | | # of hours worked per week | | Work Fax | |
|  | | | | | | | |
| Household Member’s Name | | Occupation | | | Work Phone | | |
| Name and Street Address of Employer | | | City | | State | | Zip Code |
| Date Hired | Hourly Weekly bi-weekly twice a month Salary $ Monthly Yearly Other | | | # of hours worked per week | | Work Fax | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **G. HOUSEHOLD ASSETS (Identify if anyone has any of the following types of assets, including dependents under the age of 18)** | | | | | |
| **Identify All Asset Sources** | | **Cash Value** | **Asset Income**  **(Interest/Dividends)** | **Name of Financial Institution** | **Account Number** |
| **Checking Account** | **Yes No** |  |  |  |  |
| **Additional Checking Account(s)** | **Yes No** |  |  |  |  |
| **Savings Account** | **Yes No** |  |  |  |  |
| **Additional Savings Account(s)** | **Yes No** |  |  |  |  |
| **Credit Union Account(s)** | **Yes No** |  |  |  |  |
| **Stocks, Bonds, Mutual Funds\*** | **Yes No** |  |  |  |  |
| **Real Estate or Home** | **Yes No** |  |  |  |  |
| **IRA/Keogh Account(s)\*** | **Yes No** |  |  |  |  |
| **Retirement/Pension Fund(s)\*** | **Yes No** |  |  |  |  |
| **Trust Fund(s)** | **Yes No** |  |  |  |  |
| **Mortgage Note Held** | **Yes No** |  |  |  |  |
| **Whole Life Insurance Cash Value\*** | **Yes No** |  |  |  |  |
| **Real Estate/Land\*** | **Yes No** |  |  |  |  |
| **Other:** | **Yes No** |  |  |  |  |

\*When listing the “cash value” of any asset with an asterisk, indicate the amount you would have if you were to convert it to cash. The amount would have deducted any penalties for withdrawal, amounts used to pay off a balance, or any fees which may be assessed for the conversion.

|  |
| --- |
| **H. HOUSEHOLD ASSET INFORMATION** |
| 1. Has anyone in the household given away anything of value within the last two years? *(if a home was released due to foreclo*1*su*3*r*8*e,* |

Is it in the process of being sold? NO YES

NO YES If No, when was it disposed of? NO YES

NO YES

Do they currently own it? If Yes, Is it being rented?

Is it sitting vacant?

2. Has anyone in the household owned a home in the last two years? NO YES, If yes, who?

Provide explanation (including the type of asset, estimated value of asset, amount disposed for, and date of disposal):

NO YES, If yes, who?

*bankruptcy or divorce, answer no)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **I. HOUSING ASSISTANCE – List any assistance provided to or received by any member of the household** | | | | |
| **Source** | | **Amount** | **Date Received** | **Reason** |
| **FEMA**  **(Federal Emergency Management Agency)** | **Yes No** |  |  |  |
| **SBA**  **(Small Business Administration)** | **Yes No** |  |  |  |
| **Section 8**  **(Housing and Urban Development)** | **Yes No** |  |  |  |
| **TBRA**  **(Tenant Based Rental Assistance)** | **Yes No** |  |  |  |
| **Insurance**  **(Homeowner)** | **Yes No** |  |  |  |
| **Other**  **Explain:** | **Yes No** |  |  |  |
|  | | | | |
| **J. CONFLICT OF INTEREST INFORMATION** | | | | |
| 1. Is anyone in the household currently serving (or served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of TDHCA, the homeless assistance organization, or the landlord? NO YES   If YES, identify who, organization and role? Is this a current role? NO YES If NO, identify date role ceased?   1. Is anyone in the household related to anyone currently serving (or who has served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of TDHCA, the homeless assistance organization, or the landlord (either through familial or business ties)? NO YES   If YES, identify who, organization and role?  Is this a current role? NO YES If NO, identify date role ceased? | | | | |

|  |
| --- |
| **K. APPLICANT CERTIFICATION - Please be aware that this information is being used to determine if your household appears eligible to participate under an Affordable Housing Program through the Texas Department of Housing and Community Affairs.** |
| **RELEASE:** My/Our signature here or on the attached “Release and Consent Form” authorizes the release and/or verification of my/our employment information.  Applicant/Resident Printed Name : Signature: Date: Co-Applicant/Resident Printed Name : Signature: Date: Adult Member Printed Name : Signature: Date:  Adult Member Printed Name : Signature: Date: |

**Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency in the United States as to any matter within its jurisdiction.**

**Texas Department of Housing and Community Affairs DECLARATION OF INCOME STATEMENT (DECLARACION DE INGRESOS)**

|  |  |  |
| --- | --- | --- |
| Applicant Name (Nombre del Solicitante) | Applicant Last Name (Apellido) | Suffix (Sufijo) |
| Address (Dirección) | City (Ciudad) | Zip Code (Código Postal) |

State the gross income for household members, 18 years and older, who have no documentation of the income received within the **30 day period** prior to the date of application for assistance: *(Declarar el ingreso recibido por los miembros de su hogar, que tienen 18 a*ñ*os de edad ó mas, y que no tienen documentación de ingresos por los 30 dias antes del aplicar para asistencia)*

|  |  |
| --- | --- |
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |
| Name (Nombre) | Gross Income Received (Ingreso Bruto Recibido) |

My household has no documented proof of income due to the following situation:

*(Mi hogar no tiene prueba para documentar los ingresos por medio de tal razones):*

I certify that the above information is true and correct to the best of my knowledge and belief. *(Yo certifico que la información proveida de los ingresos es verdadera y correcta según mi saber y creencia.)*

I understand that the information will be verified to the extent possible; and that I may be subject to prosecution for providing false or fraudulent information. *(Comprendo que la información será verificada hasta donde sea posible y que puedo ser enjuiciado por haber proveido información falsa ó fraudulenta.)*

|  |  |  |
| --- | --- | --- |
| *Head of Household Signature (Firma del jefe de familia)* |  | *Date (Fecha)* |
| *Spouse or Other Adult Signature (Firma del corresponsable/cónyuge)* |  | *Date (Fecha)* |
| *Other Adult Signature*  *(Firma del otro adulto)* |  | *Date (Fecha)* |

Revised July 2020

FOR STAFF USE ONLY:

Last Name: First Name: HMIS ID:

**Eligibility Determination**

1. **Household is not eligible to receive ESG Homelessness Prevention assistance due to:**
   * Not among target population for local program
   * Ineligible Housing Status
   * Over Income
   * Households Assets exceed asset limit
   * Household is already receiving a subsidy for the same cost for which the household is seeking assistance
   * Adults in household unwilling to engage in activities or participate in services designed to support housing stability plan
   * Household as already received 24 months of ESG assistance in last 36 months

**If client is not eligible, inform client of determination and refer client to other programs that may be able to assist the household. Programs referred to:**

1. Program: How was referral made :
2. Program: How was referral made :
3. Program: How was referral made :
4. Program: How was referral made :
5. **Household is eligible to receive ESG assistance.**
   * **Eligibility for prevention assistance verified;** new housing has been identified or current housing is to be retained and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

Staff signature: Date:

Proceed to enroll the Household:

* Complete HMIS ROI and Intake - Input client into HMIS
* Sign the ESG participation agreement, Present Termination Policy/Grievance Procedure
* Fill out the Client Expenses Worksheet and Develop Housing Stability Plan with client
* **If housing unit is identified,** Present VAWA Forms to the Client, Collect Lease from the Client, Complete Financial Assistance Calculation Form based on current lease, Rent Reasonableness Checklist, Complete Lead Based Paint Inspection and provide Lead Based Paint Brochure, Complete Housing Habitability Standards Inspection, Collect Landlord Lead Based Paint Disclosure Form, Collect Landlord W-9, Agency creates Rental Assistance Agreement with Landlord.
* **If housing unit is not identified,** Present VAWA Forms to the Client, work to identify housing based on client choice on

housing,Complete Rent Reasonableness Checklist / FMR, Complete Lead Based Paint Inspection and provide Lead Based

**Texas Balance of State Homeless Management Information System Release of Information**

**About HMIS**

The Homeless Management Information System (HMIS), or “ClientTrack”, is a secure online database used by this agency to store personal information from people who receive help. By agreeing to receive help from us, you are allowing us to collect and enter your information into HMIS. Personal information collected and entered into HMIS includes but is not limited to name, social security number, date of birth, gender, race, ethnicity, housing status, income and sources, referrals, referral outcomes, and photographs.

**About this Form**

This form controls whether or not you share your information in HMIS. Sharing means that HMIS users at other agencies using HMIS can see your information. HMIS has security rules that are updated regularly to meet privacy and confidentiality laws. All HMIS users are required to sign a confidentiality agreement, agreeing to protect your privacy. A list of agencies using HMIS is at https[://w](http://www.thn.org/wp-)ww[.thn.org/wp-](http://www.thn.org/wp-) content/uploads/2018/01/ParticipatingAgencies.pdf. This list will change as agencies stop or start using HMIS.

By signing this form, you are allowing the sharing of your information with other agencies using HMIS for 7 years or until stopped by you. Sharing may reduce the time you have to spend answering questions.

Sharing may make it easier for us to match help to your household. Sharing may also make reporting to funders easier, which may bring more funding to our community to help end homelessness.

**Your Rights**

These are your rights:

* To not share your personal information
* To receive help regardless of your decision about sharing your information
* To get a copy of the Texas Balance of State Continuum of Care HMIS Privacy Policy
* To get a copy of your personal information in HMIS
* To ask us or any agency using HMIS to correct mistakes related to your personal information in HMIS
* To submit a question regarding HMIS, request to cancel the sharing you allowed, or file a grievance with our HMIS Administrator
* To submit an appeal to THN at [hmis@thn.org](mailto:hmis@thn.org)

**Sharing Outside of HMIS**

Your information may be used and released outside of the system for the following reasons, whether or not you opt to share your information:

* To provide or match your household to help which includes through case conferencing or using the Housing Priority List
* To carry out administrative purposes such as legal, financial, audit, personnel, oversight, and management
* For creating de-identified information
* As required by law
* To prevent a serious threat to health and safety
* To report abuse, neglect, or domestic violence
* For research purposes
* For law enforcement purposes such as in response to a lawful and specific court order or subpoena

##### Texas Balance of State Homeless Management Information System Release of Information

**Minor Children Information**

By signing below, I am indicating that I do not want to share my children’s information (17 and younger) with other agencies in HMIS.

**Children’s Names**

Parent/ Gurdian’s Notes:

Participant Signature

Name (Printed)

Date

Project Staff Signature

Name (Printed)

Date

Date

Name (Printed)

Project Staff Signature

Date

Name (Printed)

Participant Signature

**Participant Written Consent**

I agree to share my information with other agencies in HMIS. Unless otherwise noted below, please treat my age 17 or younger children’s information the same as mine.

|  |  |
| --- | --- |
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

**Texas Balance of State Homeless Management Information System Release of Information**

**NOTE**: The ROI must be reviewed again and a signed copy obtained when the household physically presents for services.

**Verbal consent granted by participant**: \_

Project Staff Signature Name (Printed) Date

Does the participant consent to share their children’s information (17 and younger) with other agencies in HMIS? **Yes No**

**No**

**Participant Verbal Consent**

*For Project use only:*

Does the participant consent to share their information with other agencies in HMIS? **Yes**

**Project Start Assessment – Homelessness Prevention**

This form should be used by Homeless Prevention Projects for every client. (children pages 1-2; all adults pages 1-6; heads of household pages 1-8)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF DATA COLLECTION** | | | | | | | | | |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **HMIS CLIENT ID - For HMIS Users only** | | | | | | | |
|  |  |  |  |  |  |  |  |

Month Day Year

|  |  |
| --- | --- |
| **NAME - (First, Middle, Last, Suffix)** | |
| First Name |  |
| Middle Name |  |
| Last Name |  |
| Suffix (e.g., Jr, Sr, III) |  |

|  |  |
| --- | --- |
| **NAME DATA QUALITY** | |
|  | Full name reported |
|  | Partial, street name or code name |
|  | Client doesn’t know (CDK) |
|  | Client refused (CR) |
|  | Data Not Collected (DNC) |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOCIAL SECURITY NUMBER** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **VETERAN STATUS** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF BIRTH**  **(e.g. 10/23/1978)** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **GENDER** | | | |
|  | Female |  | Gender Non-Conforming (not exclusively male or female) |
|  | Male |  | Client doesn’t know |
|  | Trans Female (MTF or Male to Female) |  | Client refused |
|  | Trans Male (FTM or Female to Male) |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **PRIMARY RACE - The selection of more than one race is permitted** | | | |
|  | American Indian or Alaska Native |  | White |
|  | Asian |  | Client doesn’t know |
|  | Black or African American |  | Client refused |
|  | Native Hawaiian or Other Pacific Islander |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **ETHNICITY** | | | |
|  | Non-Hispanic / Non-Latino |  | Client doesn’t know |
|  | Hispanic / Latino |  | Client refused |
|  | |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **RELATIONSHIP TO HEAD OF HOUSEHOLD** | | | |
|  | Self (head of household) |  | Head of household’s other relation member (other relation to head of household) |
|  | Head of household’s child |  | Other: non-relation member |
|  | Head of household’s spouse or partner |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | | | | | | | |
|  | Yes |  |  | No | |  |  |  |  | Client doesn’t know | | |  | Client refused | | |  | Data not collected | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | **No** | | **Disability Determination** | | | | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | | | | | **Start Date (MM/DD/YYYY)** |
| Physical | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Chronic Health Con | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| HIV/AIDS | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Developmental | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Alcohol Abuse | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Drug Abuse | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Both Alcohol and Drug Abuse | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Mental Health Prob. | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |



DNC

DNC

DNC

DNC

DNC

DNC

DNC

DNC

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | |
|  | | | | | | | | | | |
| **Health Insurance Type** | | | | | | **Yes** | | **No** | **Start Date (MM/DD/YYYY)** | |
| Medicaid | | | | | |  | |  |  | |
| Medicare | | | | | |  | |  |  | |
| State Children’s Health Insurance Program (or use local name) | | | | | |  | |  |  | |
| Veteran’s Administration (VA) Medical Services | | | | | |  | |  |  | |
| Employer-Provided Health Insurance | | | | | |  | |  |  | |
| Health insurance obtained through COBRA | | | | | |  | |  |  | |
| Private Pay Health Insurance | | | | | |  | |  |  | |
| State Health Insurance for Adults | | | | | |  | |  |  | |
| Indian Health Services Program | | | | | |  | |  |  | |
| Other If Yes, specify source: | | | | | |  | |  |  | |

|  |  |
| --- | --- |
| **TX COUNTY OF SERVICE**  **In which TX county is this client receiving your project’s services?** |  |

|  |  |
| --- | --- |
| **On the night before this assessment, what was the clients…** | |
| **COUNTY OF RESIDENCE** |  |
| **CITY OF RESIDENCE?** |  |

|  |  |
| --- | --- |
| **What is the ZIP CODE of the client’s last permanent address?** |  |

ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

* TX 607- TX Balance of State

**CLIENT LOCATION – In which CoC is the Head of Household staying at the time of project entry?**

**HOMELESS HISTORY – Select 1 type of living situation. Follow the arrows & red instructions to complete other sections**

|  |  |  |
| --- | --- | --- |
| **Section 1: TYPE OF PRIOR LIVING SITUATION- Where did the client live immediately prior to this project entry?** | | |
| **Homeless** | **Institutional** | **Temporary & Permanent Housing** |
| Place not meant for habitation (e.g., vehicle, abandoned   * building, bus station/airport or anywhere outside) | * Foster care home or foster   care group home | * Residential project or halfway house with   no homeless criteria |
| * Hospital or other residential non- psychiatric medical facility | * Hotel or motel paid for *without* emergency shelter voucher |
| Emergency shelter, including hotel   * or motel paid for with emergency shelter voucher, or RHY-funded   Host Home shelter | * Jail, prison, or juvenile   detention facility | * Transitional housing for homeless   persons (including homeless youth) |
| Long-term care facility or   * nursing home | * Host Home (non-crisis) |
| * Client doesn’t know | * Psychiatric hospital or other psychiatric facility | * Staying or living in a friend’s room, apartment or house |
| * Client refused | * Substance abuse treatment facility or detox   center | * Staying or living in a family member’s room, apartment or house |
| * Data not collected | * Client doesn’t know | * Rental by client, with GPD TIP housing   subsidy |
|  | * Client refused | * Rental by client, with VASH housing subsidy |
| * Data not collected | Permanent housing (other than RRH) for   * formerly homeless persons |
|  | Rental by client, with RRH or equivalent   * subsidy |
| * Rental by client in a public housing unit |
| * Rental by client, no ongoing housing subsidy |
| * Rental by client, with other ongoing housing   subsidy |
| * Owned by client, no ongoing housing   subsidy |
| * Owned by client, with ongoing housing   subsidy |
| * Client doesn’t know |
| * Client refused |
| * Data not collected |
|  |
| **Section 2: LENGTH OF STAY IN PRIOR LIVING SITUATION - How long did the client stay in that place?** | | |
| If any responses in the shaded boxes below are checked, you must go to SECTION 3, all others should go to Income and Sources | | |
| * 1 night or less | * 1 night or less | * 1 night or less |
| * 2 to 6 nights | * 2 to 6 nights | * 2 to 6 nights |
| * 1 week or more, but less than 1   month | * 1 week or more, but less than 1   month | * 1 week or more, but less than 1 month |
| * 1 month or more, but less than 90   days | * 1 month or more, but less than 90   days | * 1 month or more, but less than 90 days |
| * 90 days or more, but less than 1   year | * 90 days or more, but less than 1   year | * 90 days or more, but less than 1 year |
| * 1 year or longer | * 1 year or longer | * 1 year or longer |
| * Client doesn’t know | * Client doesn’t know | * Client doesn’t know |
| * Client refused | * Client refused | * Client refused |
| * Data not collected | * Data not collected | * Data not collected |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Section 3: BREAK IN HOMELESSNESS –** | | | | **On the night before entering the living situation, did the client stay on the streets, or in emergency shelter?** | | | | |
| If any responses in the shaded boxes below are checked, you must go to SECTION 4, all others should go to Income and Sources | | | | | | | | |
| **Go to Section 4** | |  | Yes **[Go to Section 4]** | |  | Yes **[Go to Section 4]** |  |  |
|  | No |  |  | No |  |  |
|  | Client doesn’t know | |  | Client doesn’t know |  |  |
|  | Client refused | |  | Client refused |  |  |
|  | Data not collected | |  | Data not collected |  |  |
|  | | | | | | | | |
| **Section 4- Answer the three questions below to complete this section** | | | | | | | | |
|  | | | | | | | | |
| **APPROXIMATE DATE THIS HOMELESSNESS STARTED?** | | | | | | | | |
| Month Day Year | | | | | | | | |
|  | | | | | | | | |
| **Regardless of where the client stayed last night, HOW MANY TIMES has the client been homeless on the streets, or in an emergency shelter in the past 3 years including today?** | | | | | | | | |
|  | One time (Select this if this is the 1st time the client has been homeless in the past 3 years) | | | | | |  | Client doesn’t |
|  | Two times |  |  |  |  |  |  | Client refused |
|  | Three times |  |  |  |  |  |  | Data not collected |
|  | Four or more times |  |  |  |  |  |  |  |
| **HOW MANY MONTHS, in total, has the client been homeless on the street, or in an emergency shelter in the past 3 years?** | | | | | | | | |
|  | 1 month or less (Select this if this is the 1st time the client has been homeless in the past 3 years) | | | | | |  | Client doesn’t |
|  | Between 2 and 12 Months |  | **Enter the total number of months:** | |  |  |  | Client refused |
|  | More than 12 months |  |  |  |  |  |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know | |  | Client refused |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | | **No** | | **If yes, monthly amount from source (round to nearest dollar)** | | | **Start Date (MM/DD/YYYY**  **)** | |
| Earned income (i.e., employment income) | | | |  | |  | | $ | | |  | |
| Unemployment Insurance | | | |  | |  | | $ | | |  | |
| Supplemental Security Income (SSI) | | | |  | |  | | $ | | |  | |
| Social Security Disability Income (SSDI) | | | |  | |  | | $ | | |  | |
| VA Service-Connected Disability Compensation | | | |  | |  | | $ | | |  | |
| VA Non-Service-Connected Disability Pension | | | |  | |  | | $ | | |  | |
| Private disability insurance | | | |  | |  | | $ | | |  | |
| Worker’s Compensation | | | |  | |  | | $ | | |  | |
| Temporary Assistance for Needy Families (TANF) | | | |  | |  | | $ | | |  | |
| General Assistance (GA) | | | |  | |  | | $ | | |  | |
| Retirement Income from Social Security | | | |  | |  | | $ | | |  | |
| Pension or retirement income from a former job | | | |  | |  | | $ | | |  | |
| Child support | | | |  | |  | | $ | | |  | |
| Alimony or other spousal support | | | |  | |  | | $ | | |  | |
| Other source: | | | |  | |  | | $ | | |  | |
| **Total monthly income from all sources** | | | | | | | | $ | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know | |  | Client refused |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.**  Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past.  **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | | $ | | |  | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | | $ | | |  | |
| TANF Child Care services *(or use local name)* | | | |  |  | | | $ | | |  | |
| TANF transportation services *(or use local name)* | | | |  |  | | | $ | | |  | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | | $ | | |  | |
| Other source: | | | |  |  | | | $ | | |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DOMESTIC VIOLENCE - Is client a domestic violence victim/survivor?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |
| --- | --- | --- | --- |
| **If YES, When did the experience occur?** | | | |
|  | Within the past three months |  | Client doesn’t know |
|  | Three to six months ago (excluding six months exactly) |  | Client refused |
|  | Six months to one year ago (excluding one year exactly) |  | Data not collected |
|  | One year ago or more |  | |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES, Is the client currently fleeing?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TX NATURAL DISASTER/STORM – Are you experiencing homelessness due to a recent natural disaster/storm?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES: There are resources and partners available during natural disasters/storms that can help you. Do we have your permission to use this information to coordinate with them to help get you resources and assistance?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |
| --- | --- | --- | --- |
| **If YES: What natural disaster/storm caused you to evacuate and seek other shelter?** | | | |
| * Hurricane Hanna | * Hurricane Laura | * Hurricane Harvey | Other: |

|  |  |
| --- | --- |
| **What TX County were you living in immediately prior to the natural disaster/storm?** |  |

|  |  |  |
| --- | --- | --- |
| **TYPE OF PRIOR LIVING SITUATION - Where was the client living immediately prior to the natural disaster/storm?** | | |
|  | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home  shelter |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |

|  |  |  |
| --- | --- | --- |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for *without* emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in a friend’s room, apartment or house |
|  | Staying or living in a family member’s room, apartment or house |
|  | Rental by client, with GPD TIP housing subsidy |
|  | Rental by client, with VASH housing subsidy |
|  | Permanent housing (other than RRH) for formerly homeless persons |
|  | Rental by client, with RRH or equivalent subsidy |
|  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
|  | Rental by client, no ongoing housing subsidy |
|  | Rental by client, with other ongoing housing subsidy |
|  | Owned by client, no ongoing housing subsidy |
|  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Other (specify): |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

Year

Day

Month

**APPROXIMATE DATE OF EVACUATION – On what date did you leave your prior living situation?**

|  |  |  |  |
| --- | --- | --- | --- |
| **LENGTH OF STAY – Before the natural disaster/storm, how long did you live in the prior living situation?** | | | |
|  | 1 night or less |  | 1 year or longer |
|  | 2 to 6 nights |  | Client doesn’t know |
|  | 1 week or more, but less than 1 month |  | Client refused |
|  | 1 month or more, but less than 90 days |  | Data not collected |
|  | 90 days or more, but less than 1 year |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |  |
| --- | --- |
| **Do you know if the place you were living was destroyed by the natural disaster/storm, seriously damaged but not destroyed, or not seriously damaged?** | |
| * Destroyed | * Client doesn’t know |
| * Seriously damaged | * Client refused |
| * Not seriously damaged | * Data not collected |

|  |  |
| --- | --- |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | |
| * I have insurance to cover most of my losses | * Client doesn’t know |
| * I have insurance to cover some of my losses | * Client refused |
| * I have no insurance | * Data not collected |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Have you registered with FEMA for assistance?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |

|  |  |
| --- | --- |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | |
| * I have insurance to cover most of my losses | * Client doesn’t know |
| * I have insurance to cover some of my losses | * Client refused |
| * I have no insurance | * Data not collected |

**ESG Homelessness Prevention Participation Agreement**

**The ESG Program** provides support services and limited financial resources to help households gain housing or remain housed. I understand that this program may provide me with some or all of the following services:

* + Assistance finding and obtaining housing
  + Assistance developing a housing plan
  + Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
  + One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
  + Referrals and support to apply for benefits for which I or a member of my household may be eligible.
  + Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

* Provide accurate and honest information to my case manager and other program staff.
* Work with a case manager to develop a housing plan.
* Take all necessary steps to achieve the goals outlined in the plan.
* Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
* Provide current proof of income when requested.
* Pay my portion of rent if applicable on time every month and *immediately* advise the case manager if I have any trouble in doing so.
* Provide any documentation required by the case manager as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
* Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

I understand that neither (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.

Client Name: Client Signature: Date:

Case Manager: Agency Name : Date:

Termination of Assistance

If a program participant is found to be violating program regulations in the ESG Participation Agreement reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services.

Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor **{Name}** at **{Agency Name}.** This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of **{Insert staff person with this authority}.**

A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402.

Grievance Policy

**{Agency Name}** is required to have a written formal grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision. The grievance policy must include the method by which an applicant would be made aware of the grievance procedure, and the formal process for review and resolution. If a participant household violates program requirements, the subrecipient may terminate assistance in accordance with a formal grievance process established.

**{Agency Name}** grievance policy is required to include:

* A written notice providing a clear statement of reason(s) for termination
* The participant household must be given the opportunity to present information before someone other than the person (or subordinate of that person) making the termination decision.
* A final written notice of the termination decision must be delivered to the participant no later two weeks after a determination is made.
* **{Agency Name}** must keep records to show compliance with ESG program grievance policy requirements.

###### ESG Housing Stability Plan

Client/Head of Household Name:

Initial Plan Date

My 30 day housing goal is:

If different, my 90 day goal is

If different, my permanent housing goal is

I have or will have the following resources to help me achieve my goals:

1.

2.

3.

In order to reach these goals, I commit to take the following steps:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Step | Actions | What I’ll do | Help I’ll Receive | Done by: | Notes at Follow Up |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

Client Signature:

Date:

Case Manager/Housing Specialist Name: Date:

###### Client Expenses Worksheet

|  |  |  |
| --- | --- | --- |
| *P*articipant *N*ame: | | *D*ate: |
|  | *A*ctual (with current income) | *P*roposed (with anticipated income and/or subsidy) |
| *H*ousing *E*xpenses |  |  |
| *R*ent |  |  |
| *PG*&*E* |  |  |
| *W*ater |  |  |
| *O*ther: |  |  |
| *C*ar *E*xpenses |  |  |
| *L*oan payment |  |  |
| *I*nsurance |  |  |
| *G*as |  |  |
| *M*aintenance & repairs |  |  |
| *D*ebt |  |  |
| *C*reditor *1* |  |  |
| *C*reditor *2* |  |  |
| *M*iscellaneous |  |  |
| *G*roceries, *L*unches, meals |  |  |
| *C*hildcare |  |  |
| *S*chool supplies |  |  |
| *P*rescriptions |  |  |
| *C*able *TV* |  |  |
| *I*nternet *C*onnection |  |  |
| *T*elephone |  |  |
| *C*lothing |  |  |
| *H*air supplies/*T*oiletries |  |  |
| *O*ther: |  |  |
| *O*ther: |  |  |
| *E*xpense *T*otal |  |  |
|  |  |  |
| ***I*ncome** |  |  |
| Earnings |  |  |
| Social Security related $ |  |  |
| Unemployment |  |  |
| Food Stamps |  |  |
| Other: |  |  |
| Other: |  |  |
| Income Total |  |  |
| **Total Income Minus Expenses** |  |  |

Participant Signature: Date:

Case Manager/Housing Specialist Name Signature Date

**[Insert Name of Housing Provider**[1](#_bookmark90)**]**

**Notice of Occupancy Rights under the Violence Against Women Act**[2](#_bookmark91)

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.[3](#_bookmark92) VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[4](#_bookmark93) The Texas Department of Housing and Community Affairs is the State agency that oversees (please circle the covered program) **the Housing Tax Credit, HOME Multifamily, HOME**

**Tenant Based Rental Assistance, Tax Credit Assistance Program-Repayment Funds,**

**National Housing Trust Fund, Emergency Solutions Grant, Section 811 Project Rental**

**Assistance Program, and the Housing Choice Voucher Program “covered program”.** This

notice explains your rights under VAWA. A U.S. Department of Housing (“HUD”) approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

1 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. Program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

2 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

3 The VAWA statute uses the term victims to describe those with VAWA protections, but the Department herein refers to this class of persons as subject to protections under VAWA.

4 Housing providers in the covered programs cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD- insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Protections for Applicants

If you otherwise qualify for assistance under **a covered program listed above,** you cannot be

denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **the covered program,** you may not be denied assistance,

terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been subject to of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **the covered program** solely on

the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household**

The Housing Provider (“HP”) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator

was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has VAWA protections and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking (such as HUD’s self-certification form 5382).

**Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
2. **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

**You have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you have been subject to sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and work to ensure the confidentiality of the location of any move by such victims and their families.

HP’s emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the

documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

* A complete HUD-approved certification form (HUD form 5382) given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
* A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
* A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
* Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

**Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

* You give written permission to HP to release the information on a time limited basis.
* HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
* A law requires HP or your landlord to release the information.

VAWA does not limit HP’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been subject to domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been subject to domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for persons subject to domestic violence, dating violence, sexual assault, or stalking. You may be

entitled to additional housing protections for persons subject to domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with the Requirements of This Notice**

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at <https://www.tdhca.state.tx.us/complaint.htm>or 800-525-0657 or 817-978-5600 the HUD Fort

Worth regional office, (800) -669-9777, (TTY 817-978-5595).

**For Additional Information**

You may view a copy of HUD’s final VAWA rule at: [https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)

[reauthorization-act-of-2013-implementation-in-hud-housing-programs.](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline.

Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

**Domestic Violence, Sexual Assault and Stalking Resources**

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing or local domestic violence services providers: <http://tcfv.org/service-directory/?wpbdp_view=all_listings>.

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656- HOPE. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: <http://taasa.org/crisis-center-locator/>.

For information regarding stalking visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Victims of a variety of crimes my find referrals by contacting t the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855- 484-2846) or searching for local providers at [http://victimconnect.org/get-help/connect-](http://victimconnect.org/get-help/connect-directory/)

[directory/](http://victimconnect.org/get-help/connect-directory/).

Legal Resources

**TexasLawHelp.org**

[www.texaslawhelp.org](http://www.texaslawhelp.org/)

TexasLawHelp.org is a website that provides free, reliable legal information on a variety of topics such as; family law, consumer protection and debt relief, health and benefits, employment law, housing, wills and life planning, and immigration. The website offers interactive and downloadable legal forms, self-help tools and videos on legal issues, and can assist in locating local free legal services.

Texas Advocacy Project, A VOICE

**1.888. 343.4414**

Advocates for Victims of Crime (A VOICE), a project of Texas Legal Services Center, provides free direct legal representation and referrals to victims of violent crime, and providing education about crime victim’s rights and assistance with Crime Victims Compensation applications. Note: callers will most likely leave a message and their call will be returned by an attorney.

Legal Aid for Survivors of Sexual Assault (LASSA)

**1-844-303-SAFE (7233)**

The LASSA Hotline is answered by attorneys seven days a week. The Hotline attorneys provide sexual assault survivors with legal information and advice about legal issues that may arise following a sexual assault including crime victim’s rights, housing, and safety planning.

Family Violence Legal Line

**800-374-HOPE**

Texas Advocacy Project. Offers the HOPE Line, Monday -Friday 9am-5pm, staffed by attorneys can help you with a variety of legal concerns related to domestic violence, sexual assault, and stalking.

**Attachment:** Certification form HUD-5382.

**CERTIFICATION OF U.S. Department of Housing** OMB Approval No. 2577-0286 **DOMESTIC VIOLENCE, and Urban Development** Exp. 06/30/2017 **DATING VIOLENCE,**

SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

* 1. A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
  2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
  3. At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. **Date the written request is received by victim:**
2. **Name of victim:**
3. **Your name (if different from victim’s):**
4. **Name(s) of other family member(s) listed on the lease:**
5. **Residence of victim:**
6. **Name of the accused perpetrator (if known and can be safely disclosed):**
7. **Relationship of the accused perpetrator to the victim:**
8. **Date(s) and times(s) of incident(s) (if known):**

**10. Location of incident(s):**

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature Signed on (Date)

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

|  |  |
| --- | --- |
| **Emergency Solutions Grants (“ESG”) Subrecipient:** | **ESG Contract No:** |
| **Applicant/Program Participant Name:** |  |

**VAWA was reauthorized in 2013, and provides basic protections and rights for applicants and residents receiving rental assistance. The “Notice of Occupancy Rights under the Violence Against Women Act” based on HUD form 5380, and the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking,” HUD form 5382, must be provided to applicants of and Program Participants in the ESG Program.**

|  |  |  |
| --- | --- | --- |
| **Initial Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic**  **Violence, Dating Violence, Sexual Assault, or Stalking” at submission of Application for rental assistance** | | |
| I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and*  “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Applicant Signature |  | Date of Application |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *Prior to Execution of a Rental Assistance Agreement with ESG Subrecipient*** | | |
| I have been approved to receive ESG rental assistance and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Rental Assistance Agreement |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *at notification of Eviction or Termination of Assistance*** | | |
| I am being evicted or my ESG rental assistance is terminating and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Eviction/Non Renewal of Lease |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *at Annual Recertification of ESG certification or upon lease renewal*** | | |
| I am renewing my ESG rental assistance, or my lease is being renewed, and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Lease Renewal |

|  |  |  |
| --- | --- | --- |
| *Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.* | | |
| SimpleSeal BLACK med res.jpg | **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711 Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us/) | Eq Hsng logo transparant |

**ESG Homelessness Prevention & Rapid Re-housng**

**Financial Assistance Calculation Form**

Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. **This form must be prepared every three months during the time in which the household receives financial assistance.**

Head of Household : HMIS ID:

Assessment date: Staff:

* First financial assistance calculation  Reassessment of financial assistance

1. **GENERAL**

Enter the information below from the budget and assets form to determine the amount of financial assistance Combined Household income: (from application) Rent: (from lease)

Income minus Rent: **\* Percent of income for rent without subsidy**:

Total Expenses (from budget)

* **Difference between income and expenses**:
* **Current Assets:** (from application)

***Use information indicated with \* to determine financial assistance below***

1. **SECURITY DEPOSIT** (skip if not applicable)

New residence requires a Security Deposit of: (This may include up to two months rent if required as deposit but should not include first month’s rent in this calculation. Assistance with First month’s rent should be part of the Rental Assistance in section C. below)

Based on income and assets, ***household will make:***

* No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the security deposit of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:**

1. **UTILITY DEPOSIT** (cross through and skip if not applicable)

To receive utilities at the new residence, one or more utility companies require a Utility Deposit of:

Utility: Required Deposit:

Utility: Required Deposit:

Utility: Required Deposit:

Based on income and assets, ***household will make:***

* No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the security deposit of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:**

1. **SHORT OR MEDIUM TERM RENTAL ASSISTANCE** (cross through and skip if not applicable)

Client has no income

* Program will pay 100% of the rent for up to three months or until a change in income occurs Household has income and will make payments to the landlord of:
  + 50% of the rent. Amount:
  + 50% of their income toward the rent: Amount
  + Another amount: (Requires supervisor or recipient approval.)

Authorized Approval:

* Household is awaiting an anticipated permanent subsidy and will pay 30% of their income for rent:

Subsidy anticipated: Date anticipated:

**Program will make a monthly rental assistance payment of $** (Rent minus client contribution) for up to three months or until a change in income occurs. Projected length of rental assistance: months.

1. **PREVENTION ARREARS** (skip if not applicable)

Household owes in rental arrears. (From documentation of rent arrears. The document must be dated within the same month that the application is being considered or proof of rent payment must be provided.)

Based on income and assets available, ***Household will make:***

* No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the arrears of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)
* A monthly payment toward the arrears of: Payment agreement negotiated with landlord. ( budget indicates disposable income available for a payment or household has a housing subsidy.)

29

**Program will make a payment on behalf of household of:**

Note Program will not pay more than three months or $3,000 in rental arrears.

1. **UTILITY ARREARS** (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes in past utility arrears (from documentation of utility arrears) Based on income and assets available, ***Household will make:***

* No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the arrears of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)
* A monthly payment toward the arrears of: Payment agreement negotiated with landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

**Program will make a payment on behalf of household of**

1. **FINANCIAL ASSISTANCE AGREEMENT**

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: (not later than 3 months from first expected payment.)

Participant Signature: Date:

Case Manager/Housing Specialist Signature: Date:

(Attach this agreement to a copy of lease and rental assistance agreement and, if past due rent or utilities, a copy of a record from the landlord/leasor or utility company indicating the amount of arrears.)

ESG RENT REASONABLENESS CHECKLIST AND CERTIFICATION

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. 24 CFR 574.320 (a)(3). Fair Market Rent Calculator: <https://www.huduser.gov/portal/datasets/fmr.html>

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ESG Client HMIS/Comparable Database # | Proposed Unit | Unit #1 | Unit #2 | Unit #3 |
| Address |  |  |  |  |
| Number of Bedrooms |  |  |  |  |
| Square Feet |  |  |  |  |
| Type of Unit/Construction |  |  |  |  |
| Housing Condition |  |  |  |  |
| Location/Accessibility |  |  |  |  |
| Amenities |  |  |  |  |
| Age in Years |  |  |  |  |
| Utilities (Included & type) |  |  |  |  |
| Unit Rent |  |  |  |  |
| Utility Allowance: Utility allowance schedule applicable to voucher programs administered by the Public Housing Authority serving the area |  |  |  |  |
| Handicap Accessible? |  |  |  |  |
| Most Recently Charged Rent for Proposed Unit |  | Reason for  Change (if any) |  | |

I certify that I am not a HUD certified inspector and I have evaluated the property located at the above address to the best of my ability and find the following:

CERTIFICATION:

1. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed Fair Market Rent of $ .

1. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit IS IS NOT reasonable.

Name: Signature: Date:

**ESG Lead-Based Paint Visual Assessment**

All units in which ESG program participants reside are subject to LBP requirements. Individuals completing this form must complete the online HUD training: <http://www.hud.gov/ofices/lead/training/visualassessment/h00101.htm>

Program Participant Name: Property Address: Property Owner Name:

Check all that apply:

* Property was built after 1978
* Year Property Built:
* No child under 6 lives with program participant
* Property is zero bedrooms, SRO housing, elderly housing
* Property has been tested and determined to not contain LBP (attach documentation)
* Property has had LBP hazards removed (attach documentation)

If any items are checked above, no Visual Assessment is required. Please include signatures of participant and agency, and date. If no items are checked above – Visual Assessment required

* Interior: Is there any peeling, chipping, chalking or cracking paint?
* Interior: Deterioration exceeds the de minimis level?
* Exterior: Is there any peeling, chipping, chalking or cracking paint?
* Exterior: Deterioration exceeds the de minimis level?
* Common Areas: Is there any peeling, chipping, chalking or cracking paint?
* Common Areas: Deterioration exceeds the de minimis level?

Describe any action taken:

Program Participant: Date:

Program Staff Person: Date:

**Protect Your Family From Lead in Your Home**

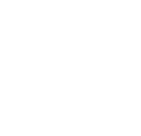


United States Environmental Protection Agency



January 2020

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

174

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

* How lead gets into the body
* How lead afects health
* What you can do to protect your family
* Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

* Sellers must disclose known information on lead-based paint or lead- based paint hazards before selling a house.
* Real estate sales contracts must include a specifc warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
* Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take efect. Leases must include a specifc warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

* Read EPA’s pamphlet, *The Lead-Safe Certifed Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



**Simple Steps to Protect Your Family from Lead Hazards**

If you think your home has lead-based paint:

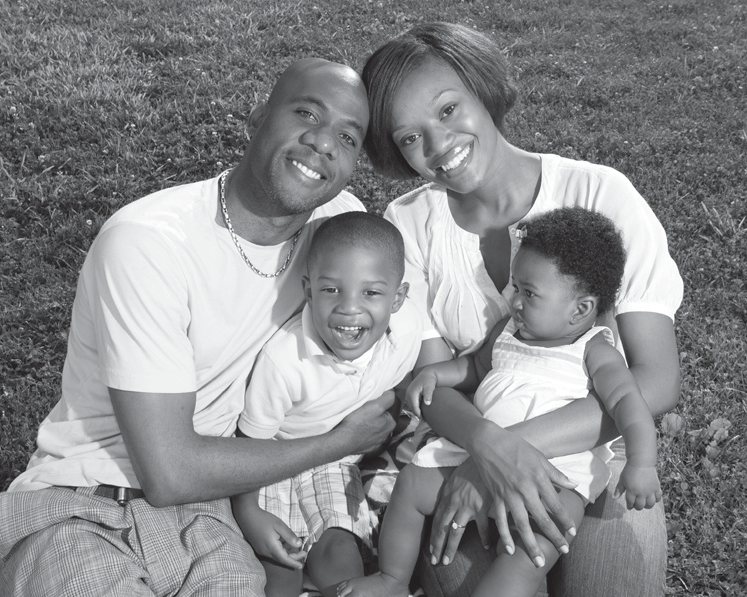
* + Don’t try to remove lead-based paint yourself.
  + Always keep painted surfaces in good condition to minimize deterioration.
  + Get your home checked for lead hazards. Find a certifed inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
  + Talk to your landlord about fxing surfaces with peeling or chipping paint.
  + Regularly clean foors, window sills, and other surfaces.
  + Take precautions to avoid exposure to lead dust when remodeling.
  + When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe certifed renovation frms.
  + Before buying, renting, or renovating your home, have it checked for lead-based paint.
  + Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
  + Wash children’s hands, bottles, pacifers, and toys often.
  + Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
  + Remove shoes or wipe soil of shoes before entering your house.

##### Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

* Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
* Swallow lead dust that has settled on food, food preparation surfaces, and other places.
* Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

* At this age, children’s brains and nervous systems are more sensitive to the damaging efects of lead.
* Children’s growing bodies absorb more lead.
* Babies and young children often put their hands

and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

* Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

**Lead afects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:** Brain Nerve Damage



* Nervous system and kidney damage
* Learning disabilities, attention-defcit disorder, and decreased intelligence
* Speech, language, and behavior problems
* Poor muscle coordination
* Decreased muscle and bone growth
* Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating efects on children, including

Slowed Growth

Digestive Problems

Reproductive Problems (Adults)

Hearing Problems

seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

* Harm to a developing fetus
* Increased chance of high blood pressure during pregnancy
* Fertility problems (in men and women)
* High blood pressure
* Digestive problems
* Nerve disorders
* Memory and concentration problems

##### Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

* Children at ages 1 and 2
* Children or other family members who have been exposed to high levels of lead
* Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

**Where Lead-Based Paint Is Found**

In general, the older your home or childcare facility, the more likely it has lead-based paint.1

**Many homes, including private, federally-assisted, federally- owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.2

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

* In homes and childcare facilities in the city, country, or suburbs,
* In private and public single-family homes and apartments,
* On surfaces inside and outside of the house, and
* In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

1 “Lead-based paint” is currently defned by the federal government as paint with

lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm2), or more than 0.5% by weight.

2 “Lead-containing paint” is currently defned by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

##### Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

* On windows and window sills
* Doors and door frames
* Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition

and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on

surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defnes the following levels of lead in dust as hazardous:

* 10 micrograms per square foot (μg/ft2) and higher for foors, including carpeted foors
* 100 μg/ft2 and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defnes the following levels of lead in soil as hazardous:

* 400 parts per million (ppm) and higher in play areas of bare soil
* 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to fnd out if paint, dust, or soil lead hazards exist is to

##### Checking Your Home for Lead

You can get your home tested for lead in several diferent ways:

* A lead-based paint **inspection** tells you if your home has lead- based paint and where it is located. It won’t tell you whether your home currently has lead hazards. A trained and certifed testing professional, called a lead-based paint

inspector, will conduct a paint inspection using methods, such as:

* + Portable x-ray fuorescence (XRF) machine
  + Lab tests of paint samples
* A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certifed testing professional, called a risk assessor, will:
  + Sample paint that is deteriorated on doors, windows, foors, stairs, and walls
  + Sample dust near painted surfaces and sample bare soil in the yard
  + Get lab tests of paint, dust, and soil samples
* A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

##### Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certifed renovators (see page 12) may:

* Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certifed lead-based paint inspector or risk assessor
* Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
* Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and efectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.3

3 Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

##### What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family’s risk:

* If you rent, notify your landlord of peeling or chipping paint.
* Keep painted surfaces clean and free of dust. Clean foors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
* Carefully clean up paint chips immediately without creating dust.
* Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
* Wash your hands and your children’s hands often, especially before they eat and before nap time and bed time.
* Keep play areas clean. Wash bottles, pacifers, toys, and stufed animals regularly.
* Keep children from chewing window sills or other painted surfaces, or eating soil.
* When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe Certifed renovation frms (see page 12).
* Clean or remove shoes before entering your home to avoid tracking in lead from soil.
* Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

##### Photo of woman shaking contractor hand Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

* In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead- contaminated soil. These actions are

not permanent solutions and will need ongoing attention.

* You can minimize exposure to lead

when renovating, repairing, or painting by hiring an EPA- or state- certifed renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.

* To remove lead hazards permanently, you should hire a certifed lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certifed contractor who is trained to address lead hazards safely.

* Hire a Lead-Safe Certifed frm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
* To correct lead hazards permanently, hire a certifed lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certifed contractors will employ qualifed workers and follow strict safety rules as set by their state or by the federal government.

##### Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

* 40 micrograms per square foot (μg/ft2) for foors, including carpeted foors
* 250 μg/ft2 for interior windows sills
* 400 μg/ft2 for window troughs

For help in locating certifed lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

##### Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

* Be a Lead-Safe Certifed frm approved by EPA or an EPA-authorized state program
* Use qualifed trained individuals (Lead-Safe Certifed renovators) who follow specifc lead-safe work practices to prevent lead contamination
* Provide a copy of EPA’s lead hazard information document, *The Lead-Safe Certifed Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

* **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
* **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead- contaminated dust that their use is prohibited. They are:
  + Open-fame burning or torching
  + Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  + Using a heat gun at temperatures greater than 1100°F
* **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
* **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA’s requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certifed Guide to*187

##### Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fxtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can’t smell or taste lead in drinking water.

To fnd out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

* Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
* Before drinking, fush your home’s pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
* Regularly clean your faucet’s screen (also known as an aerator).
* If you use a flter certifed to remove lead, don’t forget to read the directions to learn when to change the cartridge. Using a flter after it has expired can make it less efective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area’s water company can also provide information about the lead levels in your system’s drinking water.

For more information about lead in drinking water, please contact EPA’s Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to fnd out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA’s lead in drinking water information. Some states or utilities ofer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY

##### Other Sources of Lead, continued

* **Lead smelters** or other industries that release lead into the air.
* **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.
* **Hobbies** that use lead, such as making pottery or stained glass, or refnishing furniture. Call your local health department for information about hobbies that may use lead.
* Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children’s products may have parts that contain lead.4
* Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
* Folk remedies, such as **“greta”** and **“azarcon,”** used to treat an upset stomach.

4 In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products.

##### For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](https://www.hud.gov/lead), or call **1-800-424-LEAD (5323).**

EPA’s Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC’s website at [cpsc.gov](http://cpsc.gov/) or [saferproducts.gov](http://saferproducts.gov/).

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead- based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on fnding

a lead abatement frm in your area, and on possible sources of fnancial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll- free Federal Relay Service at **1-800-877-8339**.

##### U. S. Environmental Protection Agency (EPA) Regional Ofces

The mission of EPA is to protect human health and the environment. Your Regional EPA Ofce can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact

U.S. EPA Region 1

5 Post Ofce Square, Suite 100, OES 05-4

Boston, MA 02109-3912

(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact

U.S. EPA Region 2

2890 Woodbridge Avenue

Building 205, Mail Stop 225

Edison, NJ 08837-3679

(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact

U.S. EPA Region 3 1650 Arch Street

Philadelphia, PA 19103

(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact

U.S. EPA Region 4

AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW

Atlanta, GA 30303

(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact

U.S. EPA Region 5 (LL-17J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact

U.S. EPA Region 6

1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733

(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska) Regional Lead Contact

U.S. EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219 (800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact

U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact

U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street

San Francisco, CA 94105 (415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact

U.S. EPA Region 10 (20-C04)

Air and Toxics Enforcement Section

1200 Sixth Avenue, Suite 155

Seattle, WA 98101

(206) 553-1200

##### Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**

4330 East West Highway Bethesda, MD 20814-4421

1-800-638-2772

[cpsc.gov](http://cpsc.gov/) or [saferproducts.gov](http://saferproducts.gov/)

**U. S. Department of Housing and Urban Development (HUD)**

HUD’s mission is to create strong, sustainable, inclusive communities and quality afordable homes for all. Ofce of Lead Hazard Control and Healthy Homes for further information

regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000

(202) 402-7698

[hud.gov/lead](https://www.hud.gov/lead)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientifc and technical understanding of the issues presented and is refective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460 EPA-747-K-12-001

U. S. CPSC Bethesda MD 20814 January 2020

U. S. HUD Washington DC 20410

## IMPORTANT!

##### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

* Children under 6 years old are most at risk for lead poisoning in your home.
* Lead exposure can harm young children and babies even before they are born.
* Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
* Even children who seem healthy may have dangerous levels of lead in their bodies.
* Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
* People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
* People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

193

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

Lessor’s Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

1. Records and reports available to the lessor (check (i) or (ii) below):
   1. Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

1. Lessee has received copies of all information listed above.
2. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent’s Acknowledgment (initial)

1. Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lessor | Date |  | Lessor | Date |
| Lessee | Date |  | Lessee | Date |
| Agent | Date |  | Agent | Date |

194

Form **W-9** (Rev. November 2017) Department of the Treasury Internal Revenue Service

##### Request for Taxpayer Identification Number and Certification

a **Go to** [***www.irs.gov/FormW9***](http://www.irs.gov/FormW9) **for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2. Business name/disregarded entity name, if different from above
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

**Print or type.**

See **Specific Instructions** on page 3.

1. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Individual/sole proprietor or single-member LLC

C Corporation S Corporation Partnership Trust/estate

Exempt payee code (if any)

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) a

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) a

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

1. Address (number, street, and apt. or suite no.) See instructions. Requester’s name and address (optional)
2. City, state, and ZIP code
3. List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

**– –**

**or**

**Employer identification number**

**Part II Certification**

**–**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

**Signature of**

**U.S. person** a

**Date** a

##### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [*www.irs.gov/FormW9.*](http://www.irs.gov/FormW9)

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)
  + Form 1099-DIV (dividends, including those from stocks or mutual funds)
  + Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  + Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  + Form 1099-S (proceeds from real estate transactions)
  + Form 1099-K (merchant card and third party network transactions)
  + Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  + Form 1099-C (canceled debt)
  + Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

Cat. No. 10231X Form **W-**1**9**9(R5ev. 11-2017)

Form W-9 (Rev. 11-2017) Page **2**

By signing the filled-out form, you:

* 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

* + - An individual who is a U.S. citizen or U.S. resident alien;
    - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
    - An estate (other than a foreign estate); or
    - A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your

U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

* + - In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
    - In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
    - In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form

* 1. a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**Backup Withholding**

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

* + 1. You do not furnish your TIN to the requester,
    2. You do not certify your TIN when required (see the instructions for Part II for details),
    3. The IRS tells the requester that you furnished an incorrect TIN,
    4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
    5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

**What is FATCA Reporting?**

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form

* 1. for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Form W-9 (Rev. 11-2017) Page **3**

|  |  |
| --- | --- |
| **IF the entity/person on line 1 is a(n) . . .** | **THEN check the box for . . .** |
| * Corporation | Corporation |
| * Individual * Sole proprietorship, or * Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single- member LLC |
| * LLC treated as a partnership for   U.S. federal tax purposes,   * LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or * LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| * Partnership | Partnership |
| * Trust/estate | Trust/estate |

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

##### Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

* + 1. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the

name you entered on the Form 1040/1040A/1040EZ you filed with your application.

* + 1. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.
    2. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
    3. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
    4. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

* + Generally, individuals (including sole proprietors) are not exempt from backup withholding.
  + Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
  + Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
  + Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities 3—A state, the District of Columbia, a U.S. commonwealth or

possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

Form W-9 (Rev. 11-2017) Page **4**

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

|  |  |
| --- | --- |
| **IF the payment is for . . .** | **THEN the payment is exempt for . . .** |
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over  $5,0001 | Generally, exempt payees 1 through 52 |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross

proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or

possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [*www.SSA.gov*.](http://www.SSA.gov/) You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [*www.irs.gov/Businesses*](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [*www.irs.gov/Forms*](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [*www.irs.gov/OrderForms*](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

Form W-9 (Rev. 11-2017) Page **5**

|  |  |
| --- | --- |
| **For this type of account:** | **Give name and EIN of:** |
| 1. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments 2. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The public entity  The trust |

* + - 1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
      2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
      3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
      4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
      5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

2 Circle the minor’s name and furnish the minor’s SSN.

3 You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

|  |  |
| --- | --- |
| **For this type of account:** | **Give name and SSN of:** |
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on  the account1 |
| 3. Two or more U.S. persons  (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor² |
| 5. a. The usual revocable savings trust (grantor is also trustee)  b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee1 The actual owner1 |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor\* |
| **For this type of account:** | **Give name and EIN of:** |
| 1. Disregarded entity not owned by an individual 2. A valid trust, estate, or pension trust 3. Corporation or LLC electing corporate status on Form 8832 or Form 2553 4. Association, club, religious, charitable, educational, or other tax- exempt organization 5. Partnership or multi-member LLC 6. A broker or registered nominee | The owner |
| Legal entity4 |
| The corporation |
| The organization |
| The partnership |
| The broker or nominee |

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

* + Protect your SSN,
  + Ensure your employer is protecting your SSN, and
  + Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Form W-9 (Rev. 11-2017) Page **6**

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [*phishing@irs.gov.*](mailto:phishing@irs.gov) You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [*spam@uce.gov*](mailto:spam@uce.gov) or report them at [*www.ftc.gov/complaint.*](http://www.ftc.gov/complaint) You can contact the FTC at [*www.ftc.gov/idtheft*](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [*www.IdentityTheft.gov*](http://www.IdentityTheft.gov/)and Pub. 5027.

Visit [*www.irs.gov/IdentityTheft*](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Purpose of this form:** This form serves as a request by Tenant and Landlord for Administrator to calculate utility allowances and inspect the rental unit selected for occupancy by Tenant. This form must be completed and signed by both Landlord and Tenant.

**Instructions to Tenant:** By signing this form, you are requesting Administrator to perform rent reasonable testing and to inspect the rental unit you selected to ensure that it complies with federal Habitability Standards before ESG assistance is provided.

**Tenant Name: Tenant Signature**::

|  |  |
| --- | --- |
|  |  |
| **ESG Administrator:** |  |
| **ESG Administrator Address:** | **Phone: FAX:** |
| **Unit Address:** | **Number of Bedrooms:** |
| **Landlord Name:** | |
| **Landlord Address:** | **Phone: FAX:** |

Date:

**Instructions to Landlord:** By signing this form, you are providing unit type, utility information, and consenting to inspection of your rental unit by ESG Administrator to ensure its compliance with Minimum Habitability Standards. ESG Administrator is not responsible for payment of any portion of the rent prior to approval of the rental unit and inspection. Please complete and sign this form, attach a copy of the proposed Lease, and return to ESG Administrator. You will be contacted by ESG Administrator to arrange a time for inspection of the rental unit.

1. Type of Unit: Single family dwelling Multi-family (apartment

community) Manufactured Housing Duplex

1. Year Constructed:
2. Landlord to fill out the following chart completely:
3. Most recent monthly rent charged for unit:

$ .

1. Did the most recent rent charged for this unit include the same utilities and/or appliances being provided to the proposed assisted Tenant? Yes No

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of**  **Utility or Appliance** | **Fuel Type** | | | | | **Provided By** |
| Heating | Gas |  | Electric |  |  | Landlord Tenant |
| Cooking | Gas |  | Electric |  |  | Landlord Tenant |
| Water Heating | Gas |  | Electric |  |  | Landlord Tenant |
| Water, Sewer | N/A | | | | | Landlord Tenant |
| Refrigerator | N/A | | | | | Landlord Tenant |
| Range | N/A | | | | | Landlord Tenant |
| Trash | N/A | | | | | Landlord Tenant |

**Landlord’s Certification:** By signing below, Landlord authorizes ESG Administrator to inspect the above-referenced rental unit selected by Tenant. Landlord certifies that: (1) the information provided on this form is accurate and true; and (2) this unit is made available, managed, and operated without regard to Tenant’s race, color, national origin, religion, gender, handicap, or familial status.

Signature of Landlord: Date:

Rental Assistance Agreement between ESG Subrecipient and Landlord Emergency Solutions Grants Program (ESG)

**This Agreement covers ESG Tenant-Based Rental Assistance**

**(Contact the Texas Department of Housing and Community Affairs if Project-based)**

|  |  |
| --- | --- |
| ***ESG Subrecipient:*** | ***Contract Number:*** |
| ***Tenant Name:*** | |
| ***Address of Unit being Rented:*** | |
| ***Name of apartment complex, as applicable:*** | |
| ***Landlord Name:*** | |
| ***Landlord Address:*** | ***Phone:*** |

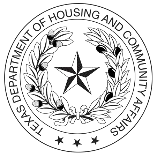
This Rental Assistance Agreement applies only to the above-referenced Tenant household and rental unit.

*Assistance under the ESG Rental Assistance Program is not guaranteed. Assistance will be terminated if:*

* + *At any re-examination Tenant’s income is greater than the published income limit for the program; or*
  + *Tenant is evicted from the assisted unit; or*
  + *Tenant moves out of the assisted unit; or*
  + *Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate.*

*In the event of termination of rental assistance, the ESG Subrecipient will provide at least thirty (30) days notice to Tenant.*

Please note: The Rental Assistance Agreement does not take the place of the lease between the landlord and the tenant.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711 Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us/)

*Reasonable accommodations will be made for persons with disabilities.*

*Language assistance will be made available for persons with limited English proficiency.*

**Rental Assistance Agreement**

***ESG Rental Assistance***

1. Terms of Agreement

The term of this Rental Assistance Agreement begins on and ends on .

1. Rental Application Fee

ESG Subrecipient will pay a Rental Application Fee to Landlord in the amount of $ .

1. Security Deposit
   1. ESG Subrecipient will pay a Security Deposit to Landlord in the amount of $ .
   2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated .
   3. Landlord will comply with state and local laws regarding interest earned on Security Deposits. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
   4. Landlord will immediately notify ESG Subrecipient when Tenant has moved out from the rental unit.
2. Utility Deposit
   1. If utilities, to include as applicable electricity, gas, water and sewer, are included as part of the rental payment, ESG Subrecipient will pay a Utility Deposit to the Landlord as required in the amount of $ .
   2. The Landlord will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the Landlord may use the Utility Deposit as reimbursement for amounts owed to Landlord for utilities. After deducting the amounts owed, the Landlord will promptly refund the full amount of any remaining Utility Deposit balance to ESG Subrecipient.
   3. If utilities are not included as part of the rental payment, ESG Subrecipient will pay a Utility Deposit directly to the utility provider as required.
3. Rental Arrears

ESG Subrecipient will pay Rental Arrears to Landlord in the amount of $ .

1. Rent Restrictions and Amounts Payable by Administrator
   1. *Rent Restrictions.* Rental Assistance may not be provided for a housing unit, unless the total rent for the unit does not exceed the fair market rent established by HUD, as provided under 24 C.F.R §982.503, or as has otherwise been approved by TDHCA in writing. and complies with HUD’s standard of rent reasonableness, as established under 24 C.F.R 982.507 ESG Subrecipient must maintain written documentation evidencing compliance with rent restrictions.
   2. *Monthly Rent.* The monthly rent payable to Landlord by ESG Subrecipient for the term of this Rental Assistance Agreement is $ .

Of this amount, the Tenant-Paid Portion is $ and the amount to be paid by the ESG Subrecipient is

$ .

* 1. *Payment Due Date*. As stated in the Tenant’s lease:
     1. The payment due date is .
     2. The grace period for payment is .
     3. Late payment penalty requirements are . ESG Subrecipient will not use ESG program funds to pay late payment penalty costs.
  2. *Rent Adjustments.* With no less than sixty (60) days notice to ESG Subrecipient, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Assistance Agreement. The proposed rent may be rejected by ESG Subrecipient. ESG Subrecipient may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Assistance Agreement.
  3. Neither ESG Subrecipient nor TDHCA nor the United States Department of Housing and Urban Development HUD) assumes any obligation for payment of any claim by Landlord against Tenant. ESG Subrecipient’s obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Assistance Agreement.
  4. *Payment Conditions.* The right of Landlord to receive payments under this Rental Assistance Agreement will be subject to compliance with all the provisions of the Rental Assistance Agreement. *Landlord agrees that the endorsement on the check or acceptance via direct deposit will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:*
     1. The rental unit is in decent, safe, and sanitary condition in compliance with Minimum Habitability Standards (MHS) and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease;
     2. The Contract unit is leased to and occupied by Tenant;
     3. Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Assistance Agreement; and
     4. To the best of Landlord’s knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

1. Minimum Habitability Standards (MHS) and Landlord-Provided Services
   1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 C.F.R Section 576.403(c), and provide all of the services, maintenance and utilities agreed to in the Lease.
   2. ESG Subrecipient and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with MHS, and that required maintenance, services and utilities are provided.
   3. If ESG Subrecipient and/or TDHCA determine that Landlord is not meeting these obligations, ESG Subrecipient and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of the rent and/or terminate this Rental Assistance Agreement.
2. Lead-Based Paint
   1. All housing constructed before 1978 is affected by Lead-Based Paint (“LBP”) regulations.
   2. Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet “Protect Your Family from Lead in Your Home”, available in English, Spanish and other languages, as appropriate at http://portal.hud.gov/hudportal/HUD?src=/program\_offices/healthy\_homes/healthyhomes/lead
   3. Disclosure: Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” (available at <http://www.hud.gov/offices/cpd/affordablehousing/training/web/leadsafe/usefulforms/>) and obtaining Tenant’s initials and signature(s) in the appropriate sections.
   4. If potential lead hazards have been identified and lead hazard reduction activities have not been accomplished, or if the Landlord is not able to certify that no lead hazards exist, then ESG Subrecipient shall not enter into a Rental Assistance Agreement with the Landlord.
3. Violence Against Women Act (VAWA) Protections
   1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
   2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
   3. The Landlord must permit the tenant to terminate the lease without penalty if the ESG Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).
4. Termination of Tenancy

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify ESG Subrecipient in writing when eviction proceedings are begun and must provide the ESG Subrecipient a copy of any notice to the Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the Tenant. Landlord will provide ESG Subrecipient with a copy of the required notices to Tenant.

1. Fair Housing Requirements
   1. *Non-discrimination.* Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, disability, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, HUD, and ESG Subrecipient, any of which will be entitled to affect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
   2. *Cooperation in Quality Opportunity Compliance Reviews.* Landlord will comply with ESG Subrecipient, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.
2. ESG Subrecipient and HUD Access to Landlord Records
   1. Landlord will provide any information pertinent to this Rental Assistance Agreement which ESG Subrecipient, TDHCA, or HUD may reasonably require.
   2. Landlord will permit ESG Subrecipient, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Assistance Agreement.
3. Rights of ESG Subrecipient if Landlord Breaches the Rental Assistance Agreement
   1. Any of the following will constitute a breach of this Rental Assistance Agreement:
      1. If Landlord has violated any obligation under this Rental Assistance Agreement; or
      2. If Landlord has demonstrated any intention to violate any obligation under this Rental Assistance Agreement; or
      3. If Landlord has committed any fraud or made any false statement in connection with this Rental Assistance Agreement, or has committed fraud or made any false statement in connection with any federal housing assistance program.
   2. ESG Subrecipient’s rights and remedies under this Rental Assistance Agreement include recovery of overpayments, termination or reduction of payments, and termination of the Rental Assistance Agreement. If ESG Subrecipient determines that a breach has occurred, ESG Subrecipient may exercise any of its rights or remedies under this Rental Assistance Agreement. ESG Subrecipient will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by ESG Subrecipient to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
   3. Any remedies employed by ESG Subrecipient in accordance with this Rental Assistance Agreement will be effective as provided in a written notice by ESG Subrecipient to Landlord. ESG Subrecipient’s exercise or non- exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.
4. ESG Subrecipient’s Relation to Third Parties
   1. ESG Subrecipient does not assume any responsibility for, or liability to, any person injured as a result of Landlord’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.
   2. Landlord is not the agent of ESG Subrecipient and this Rental Assistance Agreement does not create any relationship between ESG Subrecipient and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Assistance Agreement.
   3. Nothing in this Rental Assistance Agreement will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Assistance Agreement or to assess any claim against HUD, ESG Subrecipient, or Landlord under this Rental Assistance Agreement.
5. Conflict of Interest Provision

No employee of ESG Subrecipient who formulates policy or influences decisions with respect to the ESG Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the ESG Rental Assistance Program, will have any direct or indirect interest during this person’s tenure or for one year thereafter, in this Rental Assistance Agreement or in any proceeds or benefits arising from the Rental Assistance Agreement or to any benefits which may arise from it.

1. Transfer of the Contract

Landlord will not transfer this Rental Assistance Agreement in any form.

1. Entire Agreement: Interpretation
   1. This Rental Assistance Agreement contains the entire agreement between Landlord and ESG Subrecipient. No changes in this Rental Assistance Agreement will be made except in writing signed by both Landlord and ESG Subrecipient.
   2. This Rental Assistance Agreement will be interpreted and implemented in accordance with HUD requirements.
2. Warranty of Legal Capacity and Condition of Unit
   1. Landlord warrants:
      1. The rental unit is in decent, safe, and sanitary condition as defined in 24 C.F.R. Section 576.403(c) and in compliance with MHS; and
      2. Landlord has the legal right to lease the dwelling unit covered by this Rental Assistance Agreement during the Rental Assistance Agreement term.
   2. The party, if any, executing this Rental Assistance Agreement on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

***Notice to Rental Assistance Tenants:***

*To be eligible to receive rental assistance through the ESG Rental Assistance Program, Tenant must participate in a case management program which is authorized and/or conducted by the ESG Subrecipient. Rental assistance provided through the ESG Rental Assistance Program is limited to a maximum of twenty-four (24) months over a three-year (3) period. Rental Assistance will not be provided to a Tenant receiving another type of rental assistance through other public sources.*

*Tenant’s Initials:*

Signature of Tenant: Date:

**Signature of Tenant: Date:**

**Signature of Landlord: Date:**

**Signature of ESG Subrecipient’s Authorized Representative: Date:**

**and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or**

**entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than $10,000 or imprisoned for not more than five years, or both.**

**Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly**

**WARNING:**

**ESG Rapid Rehousing and Prevention Financial Assistance Tracker**

**HMIS/DV ID Number: Client Name**

This tool is to track financial services provided to household by the ESG program under the Rapid Rehousing and Homelessness Prevention activities. This form is to be included in client files and utilized to support reimbursements requested via requisition submission.

|  |
| --- |
| **List of ESG Reimbursable Expenses** |
| Rent application fees |
| Security Deposit |
| On-going Monthly Rent |
| Last Month’s Rent |
| Rent Arrears |
| Utility Deposits |
| Utility Arrears |
| On-going Monthly Utility Bills |
| Moving Costs |
| Other: |

**\*Note: Please refer to the ESG CFR for detailed**

**guidance on allowable expenses for RRH and Prevention**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Payment Date** | **Check Number** | **Payee** | **Financial Assistance Type** | **Amount** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Project Exit Assessment – Homelessness Prevention & Street Outreach**

This form should be used by Homeless Prevention and Street Outreach projects for every client. (children pages 1-2; other adults pages 1-6; heads of household pages 1-7)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF PROJECT EXIT** | | | | | | | | | |
|  |  | **/** |  |  | **/** |  |  |  |  |

Month Day Year

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIENT NAME** |  | **HMIS CLIENT ID - For HMIS Users only** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **REASON FOR LEAVING – Why is the client leaving this project?** | |
|  | Completed program |
|  | Criminal activity / violence |
|  | Death |
|  | Disagreement with rules/persons |
|  | Left for housing opp. before completing program |
|  | Needs could not be met |
|  | Does not or no longer qualifies for program |
|  | Non-compliance with program |
|  | Non-payment of rent |
|  | Other (specify): |
|  | Reached maximum time allowed |
|  | Unknown/Disappeared |

|  |  |  |
| --- | --- | --- |
| **DESTINATION - Where will the client stay/sleep immediately after leaving this project?** | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home shelter |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for *without* emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in friends, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, permanent tenure |

|  |  |  |
| --- | --- | --- |
|  |  | Staying or living in friends, permanent tenure |
|  |  | Moved from one HOPWA funded project to HOPWA PH |
|  |  | Moved from one HOPWA funded project To HOPWA TH |
|  |  | Rental by client, with GPD TIP housing subsidy |
|  |  | Rental by client, with VASH housing subsidy |
| **Temporary** |  | Permanent housing (other than RRH) for formerly homeless persons |
| **and** |
|  | Rental by client, with RRH or equivalent subsidy |
| **Permanent** |
|  | Rental by client, with HCV voucher (tenant or project based) |
| **(cont.)** |
|  |  | Rental by client in a public housing unit |
|  |  | Rental by client, no ongoing housing subsidy |
|  |  | Rental by client, with other ongoing housing subsidy |
|  |  | Owned by client, no ongoing housing subsidy |
|  |  | Owned by client, with ongoing housing subsidy |
| **Other** |  | No exit interview completed |
|  | Other (specify): |
|  | Deceased: |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

**NOTES – Reason or Destination details**

**TX COUNTY OF SERVICE**

**In which TX county is this client receiving your project’s services?**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **HOUSING ASSESSMENT AT EXIT – Only Homeless Prevention projects should answer this question** | | | | |
|  | Able to maintain the housing they had at project entry |  | **If YES, provide subsidy information** | |
|  | Moved to new housing unit |  | Without a subsidy |
|  | Moved in with family/friends on a temporary basis |  | With the subsidy they had at project entry |
|  | Moved in with family/friends on a permanent basis |  | With an on-going subsidy acquired since project entry |
|  | Moved to a transitional or temporary housing facility or program |  | Only with financial assistance other than a subsidy |
|  | Client became homeless – moving to a shelter or other place unfit for human habitation |  | Data not collected |
|  | Client went to jail/prison |  | | |
|  | Client died |  | **If YES, provide subsidy information** | |
|  | Client doesn’t know |  | With an ongoing subsidy |
|  | Client refused |  | Without an ongoing subsidy |
|  | Data not collected |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | |
|  | Yes |  |  | No |  |  | Client doesn’t know | |  | Client refused |  | | Data not collected |
|  | | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | | **No** | **Disability Determination** | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | **Start Date (MM/DD/YYYY)** | |
| Physical | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Chronic Health Con | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| HIV/AIDS | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Developmental | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Alcohol Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Both Alcohol & Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Mental Health Prob. | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Health Insurance Type** | | | | | | | **Yes** | | **No** | **Start Date (MM/DD/YYYY)** | | |
| Medicaid | | | | | | |  | |  |  | | |
| Medicare | | | | | | |  | |  |  | | |
| State Children’s Health Insurance Program (or use local name) | | | | | | |  | |  |  | | |
| Veteran’s Administration (VA) Medical Services | | | | | | |  | |  |  | | |
| Employer-Provided Health Insurance | | | | | | |  | |  |  | | |
| Health insurance obtained through COBRA | | | | | | |  | |  |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| Private Pay Health Insurance |  |  |  |
| State Health Insurance for Adults |  |  |  |
| Indian Health Services Program |  |  |  |
| Other If Yes, specify source: |  |  |  |

ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Earned income (i.e., employment income) | | | |  |  | | $ | | |  | | |
| Unemployment Insurance | | | |  |  | | $ | | |  | | |
| Supplemental Security Income (SSI) | | | |  |  | | $ | | |  | | |
| Social Security Disability Income (SSDI) | | | |  |  | | $ | | |  | | |
| VA Service-Connected Disability Compensation | | | |  |  | | $ | | |  | | |
| VA Non-Service-Connected Disability Pension | | | |  |  | | $ | | |  | | |
| Private disability insurance | | | |  |  | | $ | | |  | | |
| Worker’s Compensation | | | |  |  | | $ | | |  | | |
| Temporary Assistance for Needy Families (TANF) | | | |  |  | | $ | | |  | | |
| General Assistance (GA) | | | |  |  | | $ | | |  | | |
| Retirement Income from Social Security | | | |  |  | | $ | | |  | | |
| Pension or retirement income from a former job | | | |  |  | | $ | | |  | | |
| Child support | | | |  |  | | $ | | |  | | |
| Alimony or other spousal support | | | |  |  | | $ | | |  | | |
| Other source: | | | |  |  | | $ | | |  | | |
| **Total monthly income from all sources** | | | | | | | $ | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.** Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past.  **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | $ | | |  | | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | $ | | |  | | |
| TANF Child Care services *(or use local name)* | | | |  |  | | $ | | |  | | |
| TANF transportation services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other source: | | | |  |  | | $ | | |  | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CURRENT LIVING SITUATION**  **When and where was the first contact with the client?** | | |  |  | **/** |  |  | **/** |  |  |  |  |
|  | | | | | | | | | | | | |
| **TYPE OF CURRENT LIVING SITUATION - Where was the client living during this contact with the client?** | | | | | | | | | | | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) | | | | | | | | | | |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home  shelter | | | | | | | | | | |
| **Institutional** |  | Foster care home or foster care group home |  |  |  |  |  |  |  |  |  |  |
|  | Hospital or other residential non-psychiatric medical facility |  |  |  |  |  |  |  |  |  |  |
|  | Jail, prison, or juvenile detention facility |  |  |  |  |  |  |  |  |  |  |
|  | Long-term care facility or nursing home |  |  |  |  |  |  |  |  |  |  |
|  | Psychiatric hospital or other psychiatric facility |  |  |  |  |  |  |  |  |  |  |
|  | Substance abuse treatment facility or detox center |  |  |  |  |  |  |  |  |  |  |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria | |  |  |  |  |  |  |  |  |  |
|  | Hotel or motel paid for *without* emergency shelter voucher |  |  |  |  |  |  |  |  |  |  |
|  | Transitional housing for homeless persons (including homeless youth) | | |  |  |  |  |  |  |  |  |
|  | Host Home (non-crisis) |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a friend’s room, apartment or house |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a family member’s room, apartment or house | |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with GPD TIP housing subsidy |  |  |  |  |  |  |  |  |  |  |
| **Temporary and Permanent (cont.)** |  | Rental by client, with VASH housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Permanent housing (other than RRH) for formerly homeless persons | | |  |  |  |  |  |  |  |  |
|  | Rental by client, with RRH or equivalent subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with HCV voucher (tenant or project based) | |  |  |  |  |  |  |  |  |  |
|  | Rental by client in a public housing unit |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, no ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with other ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Owned by client, no ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Owned by client, with ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
| **Other** |  | Other (specify): |  |  |  |  |  |  |  |  |  |  |
|  | Client doesn’t know |  |  |  |  |  |  |  |  |  |  |
|  | Client refused |  |  |  |  |  |  |  |  |  |  |
|  | Data not collected |  |  |  |  |  |  |  |  |  |  |
| **Living Situation verified by:**  Name the verifying agency and project | | | | | | | | | | | | |
|  | | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **IF INSTITUTIONAL, TEMPORARY, OR PERMANENT CURRENT LIVING SITUATION**  **Is client going to have to leave their current living situation within 14 days?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IF YES, has a subsequent residence been identified?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, does individual or family have resources or support networks to obtain other permanent housing?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, has the client had a lease or ownership interest in a permanent housing unit in the last 60 days** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IF YES, has the client moved 2 or more times in the last 60 days?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |

**CURRENT LIVING SITUATION - Location details**

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking as a model for Emergency Solutions Grants (“ESG”) Subrecipients

The Texas Department of Housing and Community Affairs’ (“TDHCA”) ESG Subrecipients may use the below as a model for their Emergency Transfer Plans for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

If using the model below, ESG Subrecipients complete all sections in brackets (*e.g*., []).

**[Insert name of ESG Subrecipient or Provider]**

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual**

**Assault, or Stalking**

**Emergency Transfers**

**[Insert name of ESG Subrecipient or Provider],** ESG Provider, is concerned about the safety

of its Program Participants who receive rental assistance, and such concern extends to the Program Participants who have experienced domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),[1](#_bookmark96) ESG Provider allows Program Participants who have experienced domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the Program Participant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2](#_bookmark97) The ability of ESG Provider to honor such request for Program Participants

currently receiving assistance, however, may depend upon a preliminary determination that the Program Participant is or has experienced domestic violence, dating violence, sexual assault, or stalking, and on whether ESG Provider has another dwelling unit that is available and is safe to

offer the Program Participant for temporary or more permanent occupancy.

This plan identifies Program Participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to Program Participants on safety and security.

1 Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

2 Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Emergency Solutions Grants is in compliance with VAWA.

**Eligibility for Emergency Transfers**

A Program Participant who has experienced domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the Program Participant reasonably believes that there is a threat of imminent harm from further violence if the Program Participant remains within the same unit. If the Program Participant has experienced sexual assault, the Program Participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A Program Participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Program Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the Program Participant shall notify HP’s management office and submit a written request for a transfer to **[ESG Subrecipient or Provider to insert**

**location]**. ESG Provider will provide reasonable accommodations to this policy for individuals

with disabilities. The Program Participant’s written request for an emergency transfer should include either:

1. A statement expressing that the Program Participant reasonably believes that there is a threat of imminent harm from further violence if the Program Participant were to remain in the same dwelling unit assisted under the ESG Provider’s program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

ESG Provider must keep records of all requests and outcomes of such requests, which will be reported to the Texas Department of Housing and Community Affairs.

**Confidentiality**

The ESG Provider will keep confidential any information that the Program Participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the Program Participant gives ESG Provider written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the Program Participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the Program Participant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Program Participants for more information about HP’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Timing and Availability**

ESG Provider cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. ESG Provider will, however, act as quickly as possible to move a

Program Participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a Program Participant reasonably believes a proposed transfer would not be safe, the Program Participant may request a transfer to a different unit. If a unit is available, the transferred Program Participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the Program Participant has been transferred. ESG Provider may be unable to transfer a Program Participant to a particular unit if the Program Participant has not or cannot establish eligibility for that unit. If ESG Provider has no safe and available units for which a Program Participant who needs an emergency is eligible, ESG Provider will assist the Program Participant in identifying other housing providers who may have safe and available units to which the Program Participant could move. At the Program Participant’s request, ESG Provider will also assist Program Participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

If ESG Provider assists t[hrough project-based rental assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d67286495dd6c199793b0684c1daad76&amp;term_occur=2&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) and if a [Program](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=11&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) [Participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=11&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) qualifies for an emergency transfer, but a safe unit is not immediately available for an internal emergency transfer, that [Program Participant](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=9b056be2cc6ac3d748ddcd834830c985&amp;term_occur=12&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) shall have priority over all other [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=094cb03bfc5bbff5b334af93f5c5510b&amp;term_occur=3&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) for [tenant-based rental assistance,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=6072228b9cd1a0b5a08a59e2b3583197&amp;term_occur=1&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) utility assistance, and units for which [project-based rental](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d67286495dd6c199793b0684c1daad76&amp;term_occur=3&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) [assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=d67286495dd6c199793b0684c1daad76&amp;term_occur=3&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409) is provided.

For families rece[iving tenant-based rental assistance](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=6072228b9cd1a0b5a08a59e2b3583197&amp;term_occur=2&amp;term_src=Title%3A24%3ASubtitle%3AB%3AChapter%3AV%3ASubchapter%3AC%3APart%3A576%3ASubpart%3AE%3A576.409), the following actions will be taken for the non-transferring family member(s), if the family separates in order to effect an emergency transfer: **[ESG Subrecipient or Provider insert actions here].**

Safety and Security of Program Participants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the Program Participant is urged to take all reasonable precautions to be safe.

Program Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Program Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Program Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at https://[www.victimsofcrime.org/our-programs/stalking-resource-center.](http://www.victimsofcrime.org/our-programs/stalking-resource-center)

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline.

Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

**Domestic Violence, Sexual Assault and Stalking Resources**

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing or local domestic violence services providers: <http://tcfv.org/service-directory/?wpbdp_view=all_listings>.

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656- HOPE. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: <http://taasa.org/crisis-center-locator/>.

For information regarding stalking visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Victims of a variety of crimes my find referrals by contacting t the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855- 484-2846) or searching for local providers at [http://victimconnect.org/get-help/connect-](http://victimconnect.org/get-help/connect-directory/)

[directory/](http://victimconnect.org/get-help/connect-directory/).

Legal Resources

**TexasLawHelp.org**

[www.texaslawhelp.org](http://www.texaslawhelp.org/)

TexasLawHelp.org is a website that provides free, reliable legal information on a variety of topics such as; family law, consumer protection and debt relief, health and benefits, employment law, housing, wills and life planning, and immigration. The website offers interactive and downloadable legal forms, self-help tools and videos on legal issues, and can assist in locating local free legal services.

Texas Advocacy Project, A VOICE

**1.888. 343.4414**

Advocates for Victims of Crime (A VOICE), a project of Texas Legal Services Center, provides free direct legal representation and referrals to victims of violent crime, and providing education about crime victim’s rights and assistance with Crime Victims Compensation applications. Note: callers will most likely leave a message and their call will be returned by an attorney.

Legal Aid for Survivors of Sexual Assault (LASSA)

**1-844-303-SAFE (7233)**

The LASSA Hotline is answered by attorneys seven days a week. The Hotline attorneys provide sexual assault survivors with legal information and advice about legal issues that may arise following a sexual assault including crime victim’s rights, housing, and safety planning.

Family Violence Legal Line

**800-374-HOPE**

Texas Advocacy Project. Offers the HOPE Line, Monday -Friday 9am-5pm, staffed by attorneys can help you with a variety of legal concerns related to domestic violence, sexual assault, and stalking.

**Project Start Assessment – Street Outreach**

This form should be used by Street Outreach Projects for every client. (children pages 1-2; all adults pages 1-8; heads of household pages 1-9)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF DATA COLLECTION** | | | | | | | | | |
|  |  | / |  |  | / |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **HMIS CLIENT ID - For HMIS Users only** | | | | | | | |
|  |  |  |  |  |  |  |  |

Month Day Year

|  |  |
| --- | --- |
| **NAME (First, Middle, Last, Suffix)** | |
| First Name |  |
| Middle Name |  |
| Last Name |  |
| Suffix (e.g., Jr, Sr, III) |  |

|  |  |
| --- | --- |
| **NAME DATA QUALITY** | |
|  | Full name reported |
|  | Partial, street name or code name |
|  | Client doesn’t know (CDK) |
|  | Client refused (CR) |
|  | Data Not Collected (DNC) |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOCIAL SECURITY NUMBER** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **VETERAN STATUS** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF BIRTH**  **(e.g. 10/23/1978)** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **GENDER** | | | |
|  | Female |  | Gender Non-Conforming |
|  | Male |  | Client doesn’t know |
|  | Trans Female (MTF or Male to Female) |  | Client refused |
|  | Trans Male (FTM or Female to Male) |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **PRIMARY RACE - The selection of more than one race is permitted** | | | |
|  | American Indian or Alaska Native |  | White |
|  | Asian |  | Client doesn’t know |
|  | Black or African American |  | Client refused |
|  | Native Hawaiian or Other Pacific Islander |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **ETHNICITY** | | | |
|  | Non-Hispanic / Non-Latino |  | Client doesn’t know |
|  | Hispanic / Latino |  | Client refused |
|  | |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **RELATIONSHIP TO HEAD OF HOUSEHOLD** | | | |
|  | Self (head of household) |  | Head of household’s other relation member (other relation to head of household) |
|  | Head of household’s child |  | Other: non-relation member |
|  | Head of household’s spouse or partner |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | |
|  | Yes |  |  | No |  |  | Client doesn’t know | |  | Client refused |  | | Data not collected |
|  | | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | | **No** | **Disability Determination** | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | **Start Date (MM/DD/YYYY)** | |
| Physical | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Chronic Health Con | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| HIV/AIDS | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Developmental | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Alcohol Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Both Alcohol & Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Mental Health Prob. | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Health Insurance Type** | | | | | | | **Yes** | | **No** | **Start Date (MM/DD/YYYY)** | | |
| Medicaid | | | | | | |  | |  |  | | |
| Medicare | | | | | | |  | |  |  | | |
| State Children’s Health Insurance Program (or use local name) | | | | | | |  | |  |  | | |
| Veteran’s Administration (VA) Medical Services | | | | | | |  | |  |  | | |
| Employer-Provided Health Insurance | | | | | | |  | |  |  | | |
| Health insurance obtained through COBRA | | | | | | |  | |  |  | | |
| Private Pay Health Insurance | | | | | | |  | |  |  | | |
| State Health Insurance for Adults | | | | | | |  | |  |  | | |
| Indian Health Services Program | | | | | | |  | |  |  | | |
| Other If Yes, specify source: | | | | | | |  | |  |  | | |

|  |  |
| --- | --- |
| **TX COUNTY OF SERVICE**  **In which TX county is this client receiving your project’s services?** |  |

|  |  |
| --- | --- |
| **On the night before this assessment, what was the clients…** | |
| **COUNTY OF RESIDENCE?** |  |
| **CITY OF RESIDENCE** |  |

|  |  |
| --- | --- |
| **What is the ZIP CODE of the client’s last permanent address?** |  |

ONLY ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |
| --- |
| **CLIENT LOCATION – In which CoC is the Head of Household staying at the time of project entry?** |
| * TX 607- TX BoS CoC |

|  |  |  |
| --- | --- | --- |
| **HOMELESS HISTORY** | | |
|  | | |
| **TYPE OF PRIOR LIVING SITUATION - Where was the client living immediately prior to this project entry?** | | |
| **Homeless** |  | Place not meant for habitation |
|  | Emergency shelter, including hotel or motel paid for with emergency shelter voucher |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for without emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in a friend’s room, apartment or house |
|  | Staying or living in a family member’s room, apartment or house |
|  | Rental by client, with GPD TIP housing subsidy |
|  | Rental by client, with VASH housing subsidy |
|  | Permanent housing (other than RRH) for formerly homeless persons |
|  | Rental by client, with RRH or equivalent subsidy |
|  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
|  | Rental by client, no ongoing housing subsidy |
|  | Rental by client, with other ongoing housing subsidy |
|  | Owned by client, no ongoing housing subsidy |
|  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **LENGTH OF STAY IN PRIOR LIVING SITUATION - How long was the client staying in that place?** | | | |
|  | 1 night or less |  | 1 year or longer |
|  | 2 to 6 nights |  | Client doesn’t know |
|  | 1 week or more, but less than 1 month |  | Client refused |
|  | 1 month or more, but less than 90 days |  | Data not collected |
|  | 90 days or more, but less than 1 year |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| **APPROXIMATE DATE THIS HOMELESSNESS STARTED** | | **–** | **When did the client start staying on the street, or in ES this time?** |
| Month | Day | Year | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Regardless of where the client stayed last night, HOW MANY TIMES has the client been homeless on the streets, or in shelter in the past 3 years including today?** | | | |
|  | One time (Select this answer if this is the 1st time the client has been homeless in the past 3 years) |  | Client doesn’t know |
|  | Two times |  | Client refused |
|  | Three times |  | Data not collected |
|  | Four or more times |  | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **HOW MANY MONTHS, in total, has the client been homeless on the street, or in an emergency shelter the past 3 years?** | | | | |
|  | 1 month or less (Select this answer if this is the 1st time the client has been homeless in the past 3 years) | |  | Client doesn’t know |
|  | Between 2 and 12 Months | **Enter the total number of months:** |  | Client refused |
|  | More than 12 months |  |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | |
|  | Yes |  | No | | |  | Client doesn’t know |  | Client refused |  | Data not collected |
|  | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | |
|  | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | |
| Earned income (i.e., employment income) | | | |  |  | | $ | | |  | |
| Unemployment Insurance | | | |  |  | | $ | | |  | |
| Supplemental Security Income (SSI) | | | |  |  | | $ | | |  | |
| Social Security Disability Income (SSDI) | | | |  |  | | $ | | |  | |
| VA Service-Connected Disability Compensation | | | |  |  | | $ | | |  | |
| VA Non-Service-Connected Disability Pension | | | |  |  | | $ | | |  | |
| Private Disability Insurance | | | |  |  | | $ | | |  | |
| Worker’s Compensation | | | |  |  | | $ | | |  | |
| Temporary Assistance for Needy Families (TANF) | | | |  |  | | $ | | |  | |
| General Assistance (GA) | | | |  |  | | $ | | |  | |
| Retirement Income from Social Security | | | |  |  | | $ | | |  | |
| Pension or retirement income from a former job | | | |  |  | | $ | | |  | |
| Child Support | | | |  |  | | $ | | |  | |
| Alimony or other spousal support | | | |  |  | | $ | | |  | |
| Other source (specify): | | | |  |  | | $ | | |  | |
| **Total monthly income from all sources** | | | | | | | $ | | | | |

Continued on page 5

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  | Client doesn’t know | |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.**  Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past.  **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | $ | | |  | | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | $ | | |  | | |
| TANF Child Care services *(or use local name)* | | | |  |  | | $ | | |  | | |
| TANF transportation services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other source (specify): | | | |  |  | | $ | | |  | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DOMESTIC VIOLENCE - Is client a domestic violence victim/survivor?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |
| --- | --- | --- | --- |
| **If YES, When did the experience occur?** | | | |
|  | Within the past three months |  | Client doesn’t know |
|  | Three to six months ago (excluding six months exactly) |  | Client refused |
|  | Six months to one year ago (excluding one year exactly) |  | Data not collected |
|  | One year ago or more |  | |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES, Is the client currently fleeing?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CURRENT LIVING SITUATION**  **When and where was the first contact with the client?** | | |  |  | **/** |  |  | **/** |  |  |  |  |
|  | | | | | | | | | | | | |
| **TYPE OF CURRENT LIVING SITUATION - Where was the client living during this contact with the client?** | | | | | | | | | | | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) | | | | | | | | | | |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home shelter | | | | | | | | | | |
| **Institutional** |  | Foster care home or foster care group home |  |  |  |  |  |  |  |  |  |  |
|  | Hospital or other residential non-psychiatric medical facility |  |  |  |  |  |  |  |  |  |  |
|  | Jail, prison, or juvenile detention facility |  |  |  |  |  |  |  |  |  |  |
|  | Long-term care facility or nursing home |  |  |  |  |  |  |  |  |  |  |
|  | Psychiatric hospital or other psychiatric facility |  |  |  |  |  |  |  |  |  |  |
|  | Substance abuse treatment facility or detox center |  |  |  |  |  |  |  |  |  |  |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria | |  |  |  |  |  |  |  |  |  |
|  | Hotel or motel paid for *without* emergency shelter voucher |  |  |  |  |  |  |  |  |  |  |
|  | Transitional housing for homeless persons (including homeless youth) | | |  |  |  |  |  |  |  |  |
|  | Host Home (non-crisis) |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a friend’s room, apartment or house |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a family member’s room, apartment or house | |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with GPD TIP housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with VASH housing subsidy |  |  |  |  |  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  | Permanent housing (other than RRH) for formerly homeless persons |
|  |  | Rental by client, with RRH or equivalent subsidy |
| **Temporary** |  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
| **and** |
| **Permanent** |  | Rental by client, no ongoing housing subsidy |
| **(cont.)** |
|  | Rental by client, with other ongoing housing subsidy |
|  |  | Owned by client, no ongoing housing subsidy |
|  |  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Other (specify): |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |
| **Living Situation verified by:**  Name the verifying agency and project | | |
|  | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **IF INSTITUTIONAL, TEMPORARY, OR PERMANENT CURRENT LIVING SITUATION**  **Is client going to have to leave their current living situation within 14 days?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IF YES, has a subsequent residence been identified?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, does individual or family have resources or support networks to obtain other permanent housing?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, has the client had a lease or ownership interest in a permanent housing unit in the last 60 days** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, has the client moved 2 or more times in the last 60 days?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |

**CURRENT LIVING SITUATION - Location details**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF ENGAGEMENT**  **Did the client agree to a case plan on their first contact?** |  |  | **/** |  |  | **/** |  |  |  |  |

Month Day Year

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TX NATURAL DISASTER/STORM – Are you experiencing homelessness due to a recent natural disaster/storm?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES: There are resources and partners available during natural disasters/storms that can help you. Do we have your permission to use this information to coordinate with them to help get you resources and assistance?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES: What natural disaster/storm caused you to evacuate and seek other shelter?** | | | | | | | |
|  | Hurricane Hanna |  | Hurricane Laura |  | Hurricane Harvey |  | Other: |



**What TX County were you living in immediately prior to the natural disaster/storm?**



|  |  |  |
| --- | --- | --- |
| **TYPE OF PRIOR LIVING SITUATION – What was your living situations immediately prior to the natural disaster/storm?** | | |
| **Homeless** |  | Place not meant for habitation |
|  | Emergency shelter, including hotel or motel paid for with emergency shelter voucher |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for without emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in a friend’s room, apartment or house |
|  | Staying or living in a family member’s room, apartment or house |
|  | Rental by client, with GPD TIP housing subsidy |
|  | Rental by client, with VASH housing subsidy |
|  | Permanent housing (other than RRH) for formerly homeless persons |
|  | Rental by client, with RRH or equivalent subsidy |
|  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
|  | Rental by client, no ongoing housing subsidy |
|  | Rental by client, with other ongoing housing subsidy |
|  | Owned by client, no ongoing housing subsidy |
|  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |



|  |  |
| --- | --- |
| **LENGTH OF STAY – Before the natural disaster/storm, how long did you live in the prior living situation?** | |
| * 1 night or less | * 1 year or longer |
| * 2 to 6 nights | * Client doesn’t know |
| * 1 week or more, but less than 1 month | * Client refused |
| * 1 month or more, but less than 90 days | * Data not collected |
| * 90 days or more, but less than 1 year |  |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |



Year

Day

Month

**APPROXIMATE DATE OF EVACUATION – On what date did you leave your prior living situation?**

|  |  |
| --- | --- |
| **Do you know if the place you were living was destroyed by the natural disaster/storm, seriously damaged but not destroyed, or not seriously damaged?** | |
| * Destroyed | * Client doesn’t know |
| * Seriously damaged | * Client refused |
| * Not seriously damaged | * Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | | |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | | | | | | | | | | | |
|  | I have insurance to cover most of my losses | | |  |  |  |  |  | Client doesn’t know | | |
|  | I have insurance to cover some of my losses | | |  |  |  |  |  | Client refused | | |
|  | I have no insurance |  |  |  |  |  |  |  | Data not collected | | |
|  | | | | | | | | | | | |
| **Have you registered with FEMA for assistance?** | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | | | | | | | | | | | |
|  | I have insurance to cover most of my losses | | |  |  |  |  |  | Client doesn’t know | | |
|  | I have insurance to cover some of my losses | | |  |  |  |  |  | Client refused | | |
|  | I have no insurance |  |  |  |  |  |  |  | Data not collected | | |

**ESG VERIFICATION OF HOMELESS STATUS**

**Client Name**:

**HMIS/DV#**:

Agency:

In all cases of homelessness, HUD has a preferred order for documentation:

* The best documentation to use is written, third (3rd ) party documentation (attach directly to this form),
* Followed by oral 3rd party (attach statement confirming oral conversation directly to this form)
* Followed by Intake Staff Observations (only applicable where indicated), and (attach statement confirming observations directly to this form)
* Completed Self-Certification form by the participant (only applicable where indicated.)

**Note: Self-Certification should be used as last resort if third party documentation is not obtainable.** \* Homelessness Prevention projects can only serve individuals and families that have an annual median income (AMI) at 30% or below and three-month recertification is required for continued assistance \* Rapid Rehousing projects must re-assessed individuals and families at the 12th month and total household income must be at or below 30% AMI.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CRITERIA FOR DEFINING HOMELESSNESS**  (Place an **“X”** in the correct ESG activity) | | | | |
| **Category 1**   * Street Outreach * Emergency Shelter * Rapid Rehousing | **Category 2**   * Emergency Shelter * Homelessness Prevention | **Category 3**   * Emergency Shelter * Homelessness Prevention | **Category 4**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention | **Ineligible Client**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet Category 1 -4** |
| Individual or family who lacks, regular and adequate nighttime residence, meaning:   * Primary nighttime residence is public or private and not meant for human habitation. * Is living in a public or privately- operated shelter (congregate shelters, transitional housing and hotels and motels are paid for by charitable organizations or federal, state and local government. * Is exiting an institution where(s) he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering   that institution. | **Imminent Risk:**  Individual or family who will imminently lose their primary nighttime residence, provided that:   * Residence will be lost within 14 days of the date of application for homeless assistance * No subsequent residence has been identified; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing.   **At Risk:** | Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:   * Are defined homeless under the listed federal statutes; * Have no lease, ownership interest or occupancy agreement in permanent housing for 60 days prior to the homeless assistance application; * Have experience persistent instability as measured by two (2) moves or more during in the preceding 60 days; and * Can be expected to continue such status for an extended period due to special needs and barriers. | Any individual or family who:   * Is fleeing, or is attempting to flee domestic violence; * Has no other residence; and * Lacks the resources or support networks to obtain other permanent housing. | Any individual or family who:   * Does not meet the criteria set forth in Category 1 – 4 for defining homelessness   231 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | * Individual or family with annual income below 50%AMI; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing; and meets one of the following: * Has moved because of economic reasons 2 or more times during the past 60 days * Is living in the home of another because of economic hardship * Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after date of application for assistance * Lives in a hotel or motel, cost NOT paid for by charity or other assistance * Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau * Is exiting a publicly funded institution * Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the consolidated plan |  |  |  |
| **ESG RECORDKEEPING REQUIREMENTS** | | | | |
| **Category 1** | **Category 2** | **Category 3** | **Category 4** | **Ineligible Client** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal**  **Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet**  **Category 1 -4** |
| * Written observation by outreach worker; or * Written referral by another housing or service provider; or * Self-Certification by individual or head of household stating that   (s) he was living on the street or in shelter; (complete required form included below)   * Individuals exiting an institution   + one of the forms of evidence above and:     1. Discharge paperwork or written/oral referral, or     2. Written record of intake worker’s due diligence to obtain above evidence and certification by individual that they exited institution. | **Imminent Risk:**   * Court order from an eviction; or * Hotel and motel exit-evidence that they lack the financial resources; or * Documented and verified oral statement; and * Certification that no subsequent residence has been identified; and * Self-certification or other written documentation that household lack the financial resources and support necessary to obtain permanent housing (PH**).** (complete required form included below) **(Use as a last resort)**   **At Risk:**   * Evidence that they lack financial resources * Documentation of #/dates of moves * 21-day notice * Documentation of housing (hotel/motel, institution, SRO, etc) * Documentation of characteristics associated with housing instability and increased risk of homelessness | * Certification by non-profit, local and state government that the household seeking assistance met the homelessness criteria under another federal statute; and * Certification of no PH in last 60 days; and * Self-Certification by the head of household and any available supporting documentation, that   (s) he has moved two (2) or more times in the past 60 days; (complete required form included below) and   * Documentation of special needs or 2 or more barriers. | **For victim service providers:**   * Oral statement by individual or head of household which states; they are fleeing; they have no other subsequent residence and lack resources. (Statement must be documented by self-certification or intake worker).   **For non-victim service providers:**   * Oral statement by individual or head of household seeking assistance (documented by self-certification (complete required form included below) or intake worker). The family safety must not be jeopardized. * Certification by head of household that no subsequent residence has been identified; and * Self-Certification or other written documentation, the household lacks financial resources and support networks to obtain other permanent housing. **(Use as a last resort)** (complete required form   included below) |  |

**I Certify that the household lacks the financial resources and support to necessary obtain permanent housing: ☐ Yes: ☐ No:**

**Verified by**:

**Date:**

**HMIS#:**

**Subrecipient MUST attach and submit third party documentation to support client’s verification of homelessness status**

**SG SELF-CERTIFICATION OF HOMELESS STATUS FORM**

Note: Self-Certification should be used as last resort if third party documentation is not obtainable.

Check one:

I am a household **without** dependent children (complete one form for each adult in the household) I am a household **with** dependent children (complete one form for the household)

Number of persons in the household:

This is to certify that the above-named individual or household is currently homeless or at-risk of homelessness, based on the following and other indicated information and the signed declaration by the applicant.

**CATEGORY 1**

**Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:**

My Primary nighttime residence is a public or private place not meant for human habitation;

I [and my children] are living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);

I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

CATEGORY 2

I am an individual or family at imminent risk of losing my primary nighttime residence and have all of the following circumstances:

My residence will be lost within 14 days of the date of this notice; and

No subsequent residence has been identified; and

I (and my children) lack the resources or support networks needed to obtain permanent housing

CATEGORY 3

I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but meet all of the following circumstances:

I am defined as homeless under another federal statute;

I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;

I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and I expect to continue in such status for an extended period of time due to special needs or barriers defined

follows:

CATEGORY 4

I am an individual or family that is:

* Fleeing, or attempting to flee due to domestic violence;
* Have no other residence; and
* Lack the resources or support networks to obtain other permanent housing

I certify that the information above I have provided in applying for ESG assistance is true, accurate and complete.

**ESG Client Signature: Date:**

For official use only:

**Staff Certification**

I understand that third-party verification is the preferred method of certifying homelessness or risk for homelessness for an individual/household who is applying for ESG assistance. I understand self-certification is only permitted when I have attempted to, but cannot obtain third party verification.

Documentation of attempt(s) made for third-party verification:

|  |  |
| --- | --- |
| **Date** | **Type of Attempt (oral, written, email etc.)** |
|  |  |
|  |  |
|  |  |
|  |  |

**Staff Signature: Date:**

**Texas Balance of State Homeless Management Information System Release of Information**

**About HMIS**

The Homeless Management Information System (HMIS), or “ClientTrack”, is a secure online database used by this agency to store personal information from people who receive help. By agreeing to receive help from us, you are allowing us to collect and enter your information into HMIS. Personal information collected and entered into HMIS includes but is not limited to name, social security number, date of birth, gender, race, ethnicity, housing status, income and sources, referrals, referral outcomes, and photographs.

**About this Form**

This form controls whether or not you share your information in HMIS. Sharing means that HMIS users at other agencies using HMIS can see your information. HMIS has security rules that are updated regularly to meet privacy and confidentiality laws. All HMIS users are required to sign a confidentiality agreement, agreeing to protect your privacy. A list of agencies using HMIS is at https[://w](http://www.thn.org/wp-)ww[.thn.org/wp-](http://www.thn.org/wp-) content/uploads/2018/01/ParticipatingAgencies.pdf. This list will change as agencies stop or start using HMIS.

By signing this form, you are allowing the sharing of your information with other agencies using HMIS for 7 years or until stopped by you. Sharing may reduce the time you have to spend answering questions.

Sharing may make it easier for us to match help to your household. Sharing may also make reporting to funders easier, which may bring more funding to our community to help end homelessness.

**Your Rights**

These are your rights:

* To not share your personal information
* To receive help regardless of your decision about sharing your information
* To get a copy of the Texas Balance of State Continuum of Care HMIS Privacy Policy
* To get a copy of your personal information in HMIS
* To ask us or any agency using HMIS to correct mistakes related to your personal information in HMIS
* To submit a question regarding HMIS, request to cancel the sharing you allowed, or file a grievance with our HMIS Administrator
* To submit an appeal to THN at [hmis@thn.org](mailto:hmis@thn.org)

**Sharing Outside of HMIS**

Your information may be used and released outside of the system for the following reasons, whether or not you opt to share your information:

* To provide or match your household to help which includes through case conferencing or using the Housing Priority List
* To carry out administrative purposes such as legal, financial, audit, personnel, oversight, and management
* For creating de-identified information
* As required by law
* To prevent a serious threat to health and safety
* To report abuse, neglect, or domestic violence
* For research purposes
* For law enforcement purposes such as in response to a lawful and specific court order or subpoena

**Texas Balance of State Homeless Management Information System Release of Information**

**Minor Children Information**

By signing below, I am indicating that I do not want to share my children’s information (17 and younger) with other agencies in HMIS.

**Children’s Names**

Parent/ Gurdian’s Notes:

Participant Signature

Name (Printed)

Date

Project Staff Signature

Name (Printed)

Date

Date

Name (Printed)

Project Staff Signature

Date

Name (Printed)

Participant Signature

**Participant Written Consent**

I agree to share my information with other agencies in HMIS. Unless otherwise noted below, please treat my age 17 or younger children’s information the same as mine.

|  |  |
| --- | --- |
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

**Texas Balance of State Homeless Management Information System Release of Information**

**NOTE**: The ROI must be reviewed again and a signed copy obtained when the household physically presents for services.

**Verbal consent granted by participant**: \_

Project Staff Signature Name (Printed) Date

Does the participant consent to share their children’s information (17 and younger) with other agencies in HMIS? **Yes No**

**No**

**Participant Verbal Consent**

*For Project use only:*

Does the participant consent to share their information with other agencies in HMIS? **Yes**

Termination of Assistance

If a program participant is found to be violating program regulations in the ESG Participation Agreement reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services.

Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor **{Name}** at **{Agency Name}.** This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of **{Insert staff person with this authority}.**

A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402.

Grievance Policy

**{Agency Name}** is required to have a written formal grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision. The grievance policy must include the method by which an applicant would be made aware of the grievance procedure, and the formal process for review and resolution. If a participant household violates program requirements, the subrecipient may terminate assistance in accordance with a formal grievance process established.

**{Agency Name}** grievance policy is required to include:

* + A written notice providing a clear statement of reason(s) for termination
  + The participant household must be given the opportunity to present information before someone other than the person (or subordinate of that person) making the termination decision.
  + A final written notice of the termination decision must be delivered to the participant no later two weeks after a determination is made.
  + **{Agency Name}** must keep records to show compliance with ESG program grievance policy requirements.

**Client Expenses Worksheet**

|  |  |  |
| --- | --- | --- |
| *P*articipant *N*ame: | | *D*ate: |
|  | *A*ctual (with current income) | *P*roposed (with anticipated income and/or subsidy) |
| *H*ousing *E*xpenses |  |  |
| *R*ent |  |  |
| *PG*&*E* |  |  |
| *W*ater |  |  |
| *O*ther: |  |  |
| *C*ar *E*xpenses |  |  |
| *L*oan payment |  |  |
| *I*nsurance |  |  |
| *G*as |  |  |
| *M*aintenance & repairs |  |  |
| *D*ebt |  |  |
| *C*reditor *1* |  |  |
| *C*reditor *2* |  |  |
| *M*iscellaneous |  |  |
| *G*roceries, *L*unches, meals |  |  |
| *C*hildcare |  |  |
| *S*chool supplies |  |  |
| *P*rescriptions |  |  |
| *C*able *TV* |  |  |
| *I*nternet *C*onnection |  |  |
| *T*elephone |  |  |
| *C*lothing |  |  |
| *H*air supplies/*T*oiletries |  |  |
| *O*ther: |  |  |
| *O*ther: |  |  |
| *E*xpense *T*otal |  |  |
|  |  |  |
| ***I*ncome** |  |  |
| Earnings |  |  |
| Social Security related $ |  |  |
| Unemployment |  |  |
| Food Stamps |  |  |
| Other: |  |  |
| Other: |  |  |
| Income Total |  |  |
| **Total Income Minus Expenses** |  |  |

Participant Signature: Date:

Case Manager/Housing Specialist Name Signature Date

###### ESG Housing Stability Plan

Client/Head of Household Name:

Initial Plan Date

My 30 day housing goal is:

If different, my 90 day goal is

If different, my permanent housing goal is

I have or will have the following resources to help me achieve my goals:

1.

2.

3.

In order to reach these goals, I commit to take the following steps:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Step | Actions | What I’ll do | Help I’ll Receive | Done by: | Notes at Follow Up |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

Client Signature:

Date:

Case Manager/Housing Specialist Name: Date:

**Project Exit Assessment – Homelessness Prevention & Street Outreach**

This form should be used by Homeless Prevention and Street Outreach projects for every client. (children pages 1-2; other adults pages 1-6; heads of household pages 1-7)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF PROJECT EXIT** | | | | | | | | | |
|  |  | **/** |  |  | **/** |  |  |  |  |

Month Day Year

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIENT NAME** |  | **HMIS CLIENT ID - For HMIS Users only** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **REASON FOR LEAVING – Why is the client leaving this project?** | |
|  | Completed program |
|  | Criminal activity / violence |
|  | Death |
|  | Disagreement with rules/persons |
|  | Left for housing opp. before completing program |
|  | Needs could not be met |
|  | Does not or no longer qualifies for program |
|  | Non-compliance with program |
|  | Non-payment of rent |
|  | Other (specify): |
|  | Reached maximum time allowed |
|  | Unknown/Disappeared |

|  |  |  |
| --- | --- | --- |
| **DESTINATION - Where will the client stay/sleep immediately after leaving this project?** | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home shelter |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for *without* emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in friends, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, permanent tenure |

|  |  |  |
| --- | --- | --- |
|  |  | Staying or living in friends, permanent tenure |
|  |  | Moved from one HOPWA funded project to HOPWA PH |
|  |  | Moved from one HOPWA funded project To HOPWA TH |
|  |  | Rental by client, with GPD TIP housing subsidy |
|  |  | Rental by client, with VASH housing subsidy |
| **Temporary** |  | Permanent housing (other than RRH) for formerly homeless persons |
| **and** |
|  | Rental by client, with RRH or equivalent subsidy |
| **Permanent** |
|  | Rental by client, with HCV voucher (tenant or project based) |
| **(cont.)** |
|  |  | Rental by client in a public housing unit |
|  |  | Rental by client, no ongoing housing subsidy |
|  |  | Rental by client, with other ongoing housing subsidy |
|  |  | Owned by client, no ongoing housing subsidy |
|  |  | Owned by client, with ongoing housing subsidy |
| **Other** |  | No exit interview completed |
|  | Other (specify): |
|  | Deceased: |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

**NOTES – Reason or Destination details**

**TX COUNTY OF SERVICE**

**In which TX county is this client receiving your project’s services?**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **HOUSING ASSESSMENT AT EXIT – Only Homeless Prevention projects should answer this question** | | | | |
|  | Able to maintain the housing they had at project entry |  | **If YES, provide subsidy information** | |
|  | Moved to new housing unit |  | Without a subsidy |
|  | Moved in with family/friends on a temporary basis |  | With the subsidy they had at project entry |
|  | Moved in with family/friends on a permanent basis |  | With an on-going subsidy acquired since project entry |
|  | Moved to a transitional or temporary housing facility or program |  | Only with financial assistance other than a subsidy |
|  | Client became homeless – moving to a shelter or other place unfit for human habitation |  | Data not collected |
|  | Client went to jail/prison |  | | |
|  | Client died |  | **If YES, provide subsidy information** | |
|  | Client doesn’t know |  | With an ongoing subsidy |
|  | Client refused |  | Without an ongoing subsidy |
|  | Data not collected |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | |
|  | Yes |  |  | No |  |  | Client doesn’t know | |  | Client refused |  | | Data not collected |
|  | | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | | **No** | **Disability Determination** | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | **Start Date (MM/DD/YYYY)** | |
| Physical | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Chronic Health Con | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| HIV/AIDS | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Developmental | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Alcohol Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Both Alcohol & Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Mental Health Prob. | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Health Insurance Type** | | | | | | | **Yes** | | **No** | **Start Date (MM/DD/YYYY)** | | |
| Medicaid | | | | | | |  | |  |  | | |
| Medicare | | | | | | |  | |  |  | | |
| State Children’s Health Insurance Program (or use local name) | | | | | | |  | |  |  | | |
| Veteran’s Administration (VA) Medical Services | | | | | | |  | |  |  | | |
| Employer-Provided Health Insurance | | | | | | |  | |  |  | | |
| Health insurance obtained through COBRA | | | | | | |  | |  |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| Private Pay Health Insurance |  |  |  |
| State Health Insurance for Adults |  |  |  |
| Indian Health Services Program |  |  |  |
| Other If Yes, specify source: |  |  |  |

ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Earned income (i.e., employment income) | | | |  |  | | $ | | |  | | |
| Unemployment Insurance | | | |  |  | | $ | | |  | | |
| Supplemental Security Income (SSI) | | | |  |  | | $ | | |  | | |
| Social Security Disability Income (SSDI) | | | |  |  | | $ | | |  | | |
| VA Service-Connected Disability Compensation | | | |  |  | | $ | | |  | | |
| VA Non-Service-Connected Disability Pension | | | |  |  | | $ | | |  | | |
| Private disability insurance | | | |  |  | | $ | | |  | | |
| Worker’s Compensation | | | |  |  | | $ | | |  | | |
| Temporary Assistance for Needy Families (TANF) | | | |  |  | | $ | | |  | | |
| General Assistance (GA) | | | |  |  | | $ | | |  | | |
| Retirement Income from Social Security | | | |  |  | | $ | | |  | | |
| Pension or retirement income from a former job | | | |  |  | | $ | | |  | | |
| Child support | | | |  |  | | $ | | |  | | |
| Alimony or other spousal support | | | |  |  | | $ | | |  | | |
| Other source: | | | |  |  | | $ | | |  | | |
| **Total monthly income from all sources** | | | | | | | $ | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.** Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past.  **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | $ | | |  | | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | $ | | |  | | |
| TANF Child Care services *(or use local name)* | | | |  |  | | $ | | |  | | |
| TANF transportation services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other source: | | | |  |  | | $ | | |  | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CURRENT LIVING SITUATION**  **When and where was the first contact with the client?** | | |  |  | **/** |  |  | **/** |  |  |  |  |
|  | | | | | | | | | | | | |
| **TYPE OF CURRENT LIVING SITUATION - Where was the client living during this contact with the client?** | | | | | | | | | | | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) | | | | | | | | | | |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home  shelter | | | | | | | | | | |
| **Institutional** |  | Foster care home or foster care group home |  |  |  |  |  |  |  |  |  |  |
|  | Hospital or other residential non-psychiatric medical facility |  |  |  |  |  |  |  |  |  |  |
|  | Jail, prison, or juvenile detention facility |  |  |  |  |  |  |  |  |  |  |
|  | Long-term care facility or nursing home |  |  |  |  |  |  |  |  |  |  |
|  | Psychiatric hospital or other psychiatric facility |  |  |  |  |  |  |  |  |  |  |
|  | Substance abuse treatment facility or detox center |  |  |  |  |  |  |  |  |  |  |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria | |  |  |  |  |  |  |  |  |  |
|  | Hotel or motel paid for *without* emergency shelter voucher |  |  |  |  |  |  |  |  |  |  |
|  | Transitional housing for homeless persons (including homeless youth) | | |  |  |  |  |  |  |  |  |
|  | Host Home (non-crisis) |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a friend’s room, apartment or house |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a family member’s room, apartment or house | |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with GPD TIP housing subsidy |  |  |  |  |  |  |  |  |  |  |
| **Temporary and Permanent (cont.)** |  | Rental by client, with VASH housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Permanent housing (other than RRH) for formerly homeless persons | | |  |  |  |  |  |  |  |  |
|  | Rental by client, with RRH or equivalent subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with HCV voucher (tenant or project based) | |  |  |  |  |  |  |  |  |  |
|  | Rental by client in a public housing unit |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, no ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with other ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Owned by client, no ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Owned by client, with ongoing housing subsidy |  |  |  |  |  |  |  |  |  |  |
| **Other** |  | Other (specify): |  |  |  |  |  |  |  |  |  |  |
|  | Client doesn’t know |  |  |  |  |  |  |  |  |  |  |
|  | Client refused |  |  |  |  |  |  |  |  |  |  |
|  | Data not collected |  |  |  |  |  |  |  |  |  |  |
| **Living Situation verified by:**  Name the verifying agency and project | | | | | | | | | | | | |
|  | | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **IF INSTITUTIONAL, TEMPORARY, OR PERMANENT CURRENT LIVING SITUATION**  **Is client going to have to leave their current living situation within 14 days?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IF YES, has a subsequent residence been identified?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, does individual or family have resources or support networks to obtain other permanent housing?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, has the client had a lease or ownership interest in a permanent housing unit in the last 60 days** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IF YES, has the client moved 2 or more times in the last 60 days?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |

**CURRENT LIVING SITUATION - Location details**

#### Project Start Assessment – Emergency Shelter

This form should be used by Emergency Shelter Projects for every client. (children pages 1-2; all adults pages 1-8; heads of household pages 1-9)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF DATA COLLECTION** | | | | | | | | | |
|  |  | / |  |  | / |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **HMIS CLIENT ID - For HMIS Users only** | | | | | | | |
|  |  |  |  |  |  |  |  |

Month Day Year

|  |  |
| --- | --- |
| **NAME (First, Middle, Last, Suffix)** | |
| First Name |  |
| Middle Name |  |
| Last Name |  |
| Suffix (e.g., Jr, Sr, III) |  |

|  |  |
| --- | --- |
| **NAME DATA QUALITY** | |
|  | Full name reported |
|  | Partial, street name or code name |
|  | Client doesn’t know (CDK) |
|  | Client refused (CR) |
|  | Data Not Collected (DNC) |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOCIAL SECURITY NUMBER** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **VETERAN STATUS** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF BIRTH**  **(e.g. 10/23/1978)** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **GENDER** | | | |
|  | Female |  | Gender Non-Conforming |
|  | Male |  | Client doesn’t know |
|  | Trans Female (MTF or Male to Female) |  | Client refused |
|  | Trans Male (FTM or Female to Male) |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **PRIMARY RACE - The selection of more than one race is permitted** | | | |
|  | American Indian or Alaska Native |  | White |
|  | Asian |  | Client doesn’t know |
|  | Black or African American |  | Client refused |
|  | Native Hawaiian or Other Pacific Islander |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **ETHNICITY** | | | |
|  | Non-Hispanic / Non-Latino |  | Client doesn’t know |
|  | Hispanic / Latino |  | Client refused |
|  | |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **RELATIONSHIP TO HEAD OF HOUSEHOLD** | | | |
|  | Self (head of household) |  | Head of household’s other relation member (other relation to head of household) |
|  | Head of household’s child |  | Other: non-relation member |
|  | Head of household’s spouse or partner |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | |
|  | Yes |  |  | No |  |  | Client doesn’t know | |  | Client refused |  | | Data not collected |
|  | | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | | **No** | **Disability Determination** | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | **Start Date (MM/DD/YYYY)** | |
| Physical | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Chronic Health Con | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| HIV/AIDS | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Developmental | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Alcohol Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Both Alcohol & Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Mental Health Prob. | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Health Insurance Type** | | | | | | | **Yes** | | **No** | **Start Date (MM/DD/YYYY)** | | |
| Medicaid | | | | | | |  | |  |  | | |
| Medicare | | | | | | |  | |  |  | | |
| State Children’s Health Insurance Program (or use local name) | | | | | | |  | |  |  | | |
| Veteran’s Administration (VA) Medical Services | | | | | | |  | |  |  | | |
| Employer-Provided Health Insurance | | | | | | |  | |  |  | | |
| Health insurance obtained through COBRA | | | | | | |  | |  |  | | |
| Private Pay Health Insurance | | | | | | |  | |  |  | | |
| State Health Insurance for Adults | | | | | | |  | |  |  | | |
| Indian Health Services Program | | | | | | |  | |  |  | | |
| Other If Yes, specify source: | | | | | | |  | |  |  | | |

|  |  |
| --- | --- |
| **TX COUNTY OF SERVICE**  **In which TX county is this client receiving your project’s services?** |  |

|  |  |
| --- | --- |
| **On the night before this assessment, what was the clients…** | |
| **COUNTY OF RESIDENCE?** |  |
| **CITY OF RESIDENCE** |  |

|  |  |
| --- | --- |
| **What is the ZIP CODE of the client’s last permanent address?** |  |

ONLY ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |
| --- |
| **CLIENT LOCATION – In which CoC is the Head of Household staying at the time of project entry?** |
| * TX 607- TX BoS CoC |

|  |  |  |
| --- | --- | --- |
| **HOMELESS HISTORY** | | |
|  | | |
| **TYPE OF PRIOR LIVING SITUATION - Where was the client living immediately prior to this project entry?** | | |
| **Homeless** |  | Place not meant for habitation |
|  | Emergency shelter, including hotel or motel paid for with emergency shelter voucher |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for without emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in a friend’s room, apartment or house |
|  | Staying or living in a family member’s room, apartment or house |
|  | Rental by client, with GPD TIP housing subsidy |
|  | Rental by client, with VASH housing subsidy |
|  | Permanent housing (other than RRH) for formerly homeless persons |
|  | Rental by client, with RRH or equivalent subsidy |
|  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
|  | Rental by client, no ongoing housing subsidy |
|  | Rental by client, with other ongoing housing subsidy |
|  | Owned by client, no ongoing housing subsidy |
|  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **LENGTH OF STAY IN PRIOR LIVING SITUATION - How long was the client staying in that place?** | | | |
|  | 1 night or less |  | 1 year or longer |
|  | 2 to 6 nights |  | Client doesn’t know |
|  | 1 week or more, but less than 1 month |  | Client refused |
|  | 1 month or more, but less than 90 days |  | Data not collected |
|  | 90 days or more, but less than 1 year |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| **APPROXIMATE DATE THIS HOMELESSNESS STARTED** | | **–** | **When did the client start staying on the street, or in ES this time?** |
| Month | Day | Year | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Regardless of where the client stayed last night, HOW MANY TIMES has the client been homeless on the streets, or in shelter in the past 3 years including today?** | | | |
|  | One time (Select this answer if this is the 1st time the client has been homeless in the past 3 years) |  | Client doesn’t know |
|  | Two times |  | Client refused |
|  | Three times |  | Data not collected |
|  | Four or more times |  | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **HOW MANY MONTHS, in total, has the client been homeless on the street, or in an emergency shelter the past 3 years?** | | | | |
|  | 1 month or less (Select this answer if this is the 1st time the client has been homeless in the past 3 years) | |  | Client doesn’t know |
|  | Between 2 and 12 Months | **Enter the total number of months:** |  | Client refused |
|  | More than 12 months |  |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | |
|  | Yes |  | No | | |  | Client doesn’t know |  | Client refused |  | Data not collected |
|  | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | |
|  | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | |
| Earned income (i.e., employment income) | | | |  |  | | $ | | |  | |
| Unemployment Insurance | | | |  |  | | $ | | |  | |
| Supplemental Security Income (SSI) | | | |  |  | | $ | | |  | |
| Social Security Disability Income (SSDI) | | | |  |  | | $ | | |  | |
| VA Service-Connected Disability Compensation | | | |  |  | | $ | | |  | |
| VA Non-Service-Connected Disability Pension | | | |  |  | | $ | | |  | |
| Private Disability Insurance | | | |  |  | | $ | | |  | |
| Worker’s Compensation | | | |  |  | | $ | | |  | |
| Temporary Assistance for Needy Families (TANF) | | | |  |  | | $ | | |  | |
| General Assistance (GA) | | | |  |  | | $ | | |  | |
| Retirement Income from Social Security | | | |  |  | | $ | | |  | |
| Pension or retirement income from a former job | | | |  |  | | $ | | |  | |
| Child Support | | | |  |  | | $ | | |  | |
| Alimony or other spousal support | | | |  |  | | $ | | |  | |
| Other source (specify): | | | |  |  | | $ | | |  | |
| **Total monthly income from all sources** | | | | | | | $ | | | | |

Continued on page 5

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  | Client doesn’t know | |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.**  Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past.  **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | $ | | |  | | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | $ | | |  | | |
| TANF Child Care services *(or use local name)* | | | |  |  | | $ | | |  | | |
| TANF transportation services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | $ | | |  | | |
| Other source (specify): | | | |  |  | | $ | | |  | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DOMESTIC VIOLENCE - Is client a domestic violence victim/survivor?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |
| --- | --- | --- | --- |
| **If YES, When did the experience occur?** | | | |
|  | Within the past three months |  | Client doesn’t know |
|  | Three to six months ago (excluding six months exactly) |  | Client refused |
|  | Six months to one year ago (excluding one year exactly) |  | Data not collected |
|  | One year ago or more |  | |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES, Is the client currently fleeing?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CURRENT LIVING SITUATION**  **When and where was the first contact with the client?** | | |  |  | **/** |  |  | **/** |  |  |  |  |
|  | | | | | | | | | | | | |
| **TYPE OF CURRENT LIVING SITUATION - Where was the client living during this contact with the client?** | | | | | | | | | | | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) | | | | | | | | | | |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home shelter | | | | | | | | | | |
| **Institutional** |  | Foster care home or foster care group home |  |  |  |  |  |  |  |  |  |  |
|  | Hospital or other residential non-psychiatric medical facility |  |  |  |  |  |  |  |  |  |  |
|  | Jail, prison, or juvenile detention facility |  |  |  |  |  |  |  |  |  |  |
|  | Long-term care facility or nursing home |  |  |  |  |  |  |  |  |  |  |
|  | Psychiatric hospital or other psychiatric facility |  |  |  |  |  |  |  |  |  |  |
|  | Substance abuse treatment facility or detox center |  |  |  |  |  |  |  |  |  |  |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria | |  |  |  |  |  |  |  |  |  |
|  | Hotel or motel paid for *without* emergency shelter voucher |  |  |  |  |  |  |  |  |  |  |
|  | Transitional housing for homeless persons (including homeless youth) | | |  |  |  |  |  |  |  |  |
|  | Host Home (non-crisis) |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a friend’s room, apartment or house |  |  |  |  |  |  |  |  |  |  |
|  | Staying or living in a family member’s room, apartment or house | |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with GPD TIP housing subsidy |  |  |  |  |  |  |  |  |  |  |
|  | Rental by client, with VASH housing subsidy |  |  |  |  |  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  | Permanent housing (other than RRH) for formerly homeless persons |
|  |  | Rental by client, with RRH or equivalent subsidy |
| **Temporary** |  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
| **and** |
| **Permanent** |  | Rental by client, no ongoing housing subsidy |
| **(cont.)** |
|  | Rental by client, with other ongoing housing subsidy |
|  |  | Owned by client, no ongoing housing subsidy |
|  |  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Other (specify): |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |
| **Living Situation verified by:**  Name the verifying agency and project | | |
|  | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **IF INSTITUTIONAL, TEMPORARY, OR PERMANENT CURRENT LIVING SITUATION**  **Is client going to have to leave their current living situation within 14 days?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IF YES, has a subsequent residence been identified?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, does individual or family have resources or support networks to obtain other permanent housing?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, has the client had a lease or ownership interest in a permanent housing unit in the last 60 days** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |
|  | | | | |
| **IF YES, has the client moved 2 or more times in the last 60 days?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |

**CURRENT LIVING SITUATION - Location details**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF ENGAGEMENT**  **Did the client agree to a case plan on their first contact?** |  |  | **/** |  |  | **/** |  |  |  |  |

Month Day Year

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TX NATURAL DISASTER/STORM – Are you experiencing homelessness due to a recent natural disaster/storm?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES: There are resources and partners available during natural disasters/storms that can help you. Do we have your permission to use this information to coordinate with them to help get you resources and assistance?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES: What natural disaster/storm caused you to evacuate and seek other shelter?** | | | | | | | |
|  | Hurricane Hanna |  | Hurricane Laura |  | Hurricane Harvey |  | Other: |



**What TX County were you living in immediately prior to the natural disaster/storm?**



|  |  |  |
| --- | --- | --- |
| **TYPE OF PRIOR LIVING SITUATION – What was your living situations immediately prior to the natural disaster/storm?** | | |
| **Homeless** |  | Place not meant for habitation |
|  | Emergency shelter, including hotel or motel paid for with emergency shelter voucher |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for without emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in a friend’s room, apartment or house |
|  | Staying or living in a family member’s room, apartment or house |
|  | Rental by client, with GPD TIP housing subsidy |
|  | Rental by client, with VASH housing subsidy |
|  | Permanent housing (other than RRH) for formerly homeless persons |
|  | Rental by client, with RRH or equivalent subsidy |
|  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
|  | Rental by client, no ongoing housing subsidy |
|  | Rental by client, with other ongoing housing subsidy |
|  | Owned by client, no ongoing housing subsidy |
|  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |



|  |  |
| --- | --- |
| **LENGTH OF STAY – Before the natural disaster/storm, how long did you live in the prior living situation?** | |
| * 1 night or less | * 1 year or longer |
| * 2 to 6 nights | * Client doesn’t know |
| * 1 week or more, but less than 1 month | * Client refused |
| * 1 month or more, but less than 90 days | * Data not collected |
| * 90 days or more, but less than 1 year |  |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |



Year

Day

Month

**APPROXIMATE DATE OF EVACUATION – On what date did you leave your prior living situation?**

|  |  |
| --- | --- |
| **Do you know if the place you were living was destroyed by the natural disaster/storm, seriously damaged but not destroyed, or not seriously damaged?** | |
| * Destroyed | * Client doesn’t know |
| * Seriously damaged | * Client refused |
| * Not seriously damaged | * Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | | |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | | | | | | | | | | | |
|  | I have insurance to cover most of my losses | | |  |  |  |  |  | Client doesn’t know | | |
|  | I have insurance to cover some of my losses | | |  |  |  |  |  | Client refused | | |
|  | I have no insurance |  |  |  |  |  |  |  | Data not collected | | |
|  | | | | | | | | | | | |
| **Have you registered with FEMA for assistance?** | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | | | | | | | | | | | |
|  | I have insurance to cover most of my losses | | |  |  |  |  |  | Client doesn’t know | | |
|  | I have insurance to cover some of my losses | | |  |  |  |  |  | Client refused | | |
|  | I have no insurance |  |  |  |  |  |  |  | Data not collected | | |

**ESG VERIFICATION OF HOMELESS STATUS**

**Client Name**:

**HMIS/DV#**:

Agency:

In all cases of homelessness, HUD has a preferred order for documentation:

* The best documentation to use is written, third (3rd ) party documentation (attach directly to this form),
* Followed by oral 3rd party (attach statement confirming oral conversation directly to this form)
* Followed by Intake Staff Observations (only applicable where indicated), and (attach statement confirming observations directly to this form)
* Completed Self-Certification form by the participant (only applicable where indicated.)

**Note: Self-Certification should be used as last resort if third party documentation is not obtainable.** \* Homelessness Prevention projects can only serve individuals and families that have an annual median income (AMI) at 30% or below and three-month recertification is required for continued assistance \* Rapid Rehousing projects must re-assessed individuals and families at the 12th month and total household income must be at or below 30% AMI.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CRITERIA FOR DEFINING HOMELESSNESS**  (Place an **“X”** in the correct ESG activity) | | | | |
| **Category 1**   * Street Outreach * Emergency Shelter * Rapid Rehousing | **Category 2**   * Emergency Shelter * Homelessness Prevention | **Category 3**   * Emergency Shelter * Homelessness Prevention | **Category 4**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention | **Ineligible Client**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet Category 1 -4** |
| Individual or family who lacks, regular and adequate nighttime residence, meaning:   * Primary nighttime residence is public or private and not meant for human habitation. * Is living in a public or privately- operated shelter (congregate shelters, transitional housing and hotels and motels are paid for by charitable organizations or federal, state and local government. * Is exiting an institution where(s) he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering   that institution. | **Imminent Risk:**  Individual or family who will imminently lose their primary nighttime residence, provided that:   * Residence will be lost within 14 days of the date of application for homeless assistance * No subsequent residence has been identified; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing.   **At Risk:** | Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:   * Are defined homeless under the listed federal statutes; * Have no lease, ownership interest or occupancy agreement in permanent housing for 60 days prior to the homeless assistance application; * Have experience persistent instability as measured by two (2) moves or more during in the preceding 60 days; and * Can be expected to continue such status for an extended period due to special needs and barriers. | Any individual or family who:   * Is fleeing, or is attempting to flee domestic violence; * Has no other residence; and * Lacks the resources or support networks to obtain other permanent housing. | Any individual or family who:   * Does not meet the criteria set forth in Category 1 – 4 for defining homelessness   257 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | * Individual or family with annual income below 50%AMI; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing; and meets one of the following: * Has moved because of economic reasons 2 or more times during the past 60 days * Is living in the home of another because of economic hardship * Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after date of application for assistance * Lives in a hotel or motel, cost NOT paid for by charity or other assistance * Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau * Is exiting a publicly funded institution * Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the consolidated plan |  |  |  |
| **ESG RECORDKEEPING REQUIREMENTS** | | | | |
| **Category 1** | **Category 2** | **Category 3** | **Category 4** | **Ineligible Client** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal**  **Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet**  **Category 1 -4** |
| * Written observation by outreach worker; or * Written referral by another housing or service provider; or * Self-Certification by individual or head of household stating that   (s) he was living on the street or in shelter; (complete required form included below)   * Individuals exiting an institution   + one of the forms of evidence above and:     1. Discharge paperwork or written/oral referral, or     2. Written record of intake worker’s due diligence to obtain above evidence and certification by individual that they exited institution. | **Imminent Risk:**   * Court order from an eviction; or * Hotel and motel exit-evidence that they lack the financial resources; or * Documented and verified oral statement; and * Certification that no subsequent residence has been identified; and * Self-certification or other written documentation that household lack the financial resources and support necessary to obtain permanent housing (PH**).** (complete required form included below) **(Use as a last resort)**   **At Risk:**   * Evidence that they lack financial resources * Documentation of #/dates of moves * 21-day notice * Documentation of housing (hotel/motel, institution, SRO, etc) * Documentation of characteristics associated with housing instability and increased risk of homelessness | * Certification by non-profit, local and state government that the household seeking assistance met the homelessness criteria under another federal statute; and * Certification of no PH in last 60 days; and * Self-Certification by the head of household and any available supporting documentation, that   (s) he has moved two (2) or more times in the past 60 days; (complete required form included below) and   * Documentation of special needs or 2 or more barriers. | **For victim service providers:**   * Oral statement by individual or head of household which states; they are fleeing; they have no other subsequent residence and lack resources. (Statement must be documented by self-certification or intake worker).   **For non-victim service providers:**   * Oral statement by individual or head of household seeking assistance (documented by self-certification (complete required form included below) or intake worker). The family safety must not be jeopardized. * Certification by head of household that no subsequent residence has been identified; and * Self-Certification or other written documentation, the household lacks financial resources and support networks to obtain other permanent housing. **(Use as a last resort)** (complete required form   included below) |  |

**I Certify that the household lacks the financial resources and support to necessary obtain permanent housing: ☐ Yes: ☐ No:**

**Verified by**:

**Date:**

**HMIS#:**

**Subrecipient MUST attach and submit third party documentation to support client’s verification of homelessness status**

### SG SELF-CERTIFICATION OF HOMELESS STATUS FORM

Note: Self-Certification should be used as last resort if third party documentation is not obtainable.

Check one:

I am a household **without** dependent children (complete one form for each adult in the household) I am a household **with** dependent children (complete one form for the household)

Number of persons in the household:

This is to certify that the above-named individual or household is currently homeless or at-risk of homelessness, based on the following and other indicated information and the signed declaration by the applicant.

**CATEGORY 1**

**Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:**

My Primary nighttime residence is a public or private place not meant for human habitation;

I [and my children] are living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);

I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

CATEGORY 2

I am an individual or family at imminent risk of losing my primary nighttime residence and have all of the following circumstances:

My residence will be lost within 14 days of the date of this notice; and

No subsequent residence has been identified; and

I (and my children) lack the resources or support networks needed to obtain permanent housing

CATEGORY 3

I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but meet all of the following circumstances:

I am defined as homeless under another federal statute;

I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;

I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and I expect to continue in such status for an extended period of time due to special needs or barriers defined

follows:

CATEGORY 4

I am an individual or family that is:

* Fleeing, or attempting to flee due to domestic violence;
* Have no other residence; and
* Lack the resources or support networks to obtain other permanent housing

I certify that the information above I have provided in applying for ESG assistance is true, accurate and complete.

**ESG Client Signature: Date:**

For official use only:

**Staff Certification**

I understand that third-party verification is the preferred method of certifying homelessness or risk for homelessness for an individual/household who is applying for ESG assistance. I understand self-certification is only permitted when I have attempted to, but cannot obtain third party verification.

Documentation of attempt(s) made for third-party verification:

|  |  |
| --- | --- |
| **Date** | **Type of Attempt (oral, written, email etc.)** |
|  |  |
|  |  |
|  |  |
|  |  |

**Staff Signature: Date:**

Termination of Assistance

If a program participant is found to be violating program regulations in the ESG Participation Agreement reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services.

Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor **{Name}** at **{Agency Name}.** This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of **{Insert staff person with this authority}.**

A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402.

Grievance Policy

**{Agency Name}** is required to have a written formal grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision. The grievance policy must include the method by which an applicant would be made aware of the grievance procedure, and the formal process for review and resolution. If a participant household violates program requirements, the subrecipient may terminate assistance in accordance with a formal grievance process established.

**{Agency Name}** grievance policy is required to include:

* A written notice providing a clear statement of reason(s) for termination
* The participant household must be given the opportunity to present information before someone other than the person (or subordinate of that person) making the termination decision.
* A final written notice of the termination decision must be delivered to the participant no later two weeks after a determination is made.
* **{Agency Name}** must keep records to show compliance with ESG program grievance policy requirements.

**Texas Balance of State Homeless Management Information System Release of Information**

**About HMIS**

The Homeless Management Information System (HMIS), or “ClientTrack”, is a secure online database used by this agency to store personal information from people who receive help. By agreeing to receive help from us, you are allowing us to collect and enter your information into HMIS. Personal information collected and entered into HMIS includes but is not limited to name, social security number, date of birth, gender, race, ethnicity, housing status, income and sources, referrals, referral outcomes, and photographs.

**About this Form**

This form controls whether or not you share your information in HMIS. Sharing means that HMIS users at other agencies using HMIS can see your information. HMIS has security rules that are updated regularly to meet privacy and confidentiality laws. All HMIS users are required to sign a confidentiality agreement, agreeing to protect your privacy. A list of agencies using HMIS is at https[://w](http://www.thn.org/wp-)ww[.thn.org/wp-](http://www.thn.org/wp-) content/uploads/2018/01/ParticipatingAgencies.pdf. This list will change as agencies stop or start using HMIS.

By signing this form, you are allowing the sharing of your information with other agencies using HMIS for 7 years or until stopped by you. Sharing may reduce the time you have to spend answering questions.

Sharing may make it easier for us to match help to your household. Sharing may also make reporting to funders easier, which may bring more funding to our community to help end homelessness.

**Your Rights**

These are your rights:

* To not share your personal information
* To receive help regardless of your decision about sharing your information
* To get a copy of the Texas Balance of State Continuum of Care HMIS Privacy Policy
* To get a copy of your personal information in HMIS
* To ask us or any agency using HMIS to correct mistakes related to your personal information in HMIS
* To submit a question regarding HMIS, request to cancel the sharing you allowed, or file a grievance with our HMIS Administrator
* To submit an appeal to THN at [hmis@thn.org](mailto:hmis@thn.org)

**Sharing Outside of HMIS**

Your information may be used and released outside of the system for the following reasons, whether or not you opt to share your information:

* To provide or match your household to help which includes through case conferencing or using the Housing Priority List
* To carry out administrative purposes such as legal, financial, audit, personnel, oversight, and management
* For creating de-identified information
* As required by law
* To prevent a serious threat to health and safety
* To report abuse, neglect, or domestic violence
* For research purposes
* For law enforcement purposes such as in response to a lawful and specific court order or subpoena

##### Texas Balance of State Homeless Management Information System Release of Information

**Minor Children Information**

By signing below, I am indicating that I do not want to share my children’s information (17 and younger) with other agencies in HMIS.

**Children’s Names**

Parent/ Gurdian’s Notes:

Participant Signature

Name (Printed)

Date

Project Staff Signature

Name (Printed)

Date

Date

Name (Printed)

Project Staff Signature

Date

Name (Printed)

Participant Signature

**Participant Written Consent**

I agree to share my information with other agencies in HMIS. Unless otherwise noted below, please treat my age 17 or younger children’s information the same as mine.

|  |  |
| --- | --- |
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

**Texas Balance of State Homeless Management Information System Release of Information**

**NOTE**: The ROI must be reviewed again and a signed copy obtained when the household physically presents for services.

**Verbal consent granted by participant**: \_

Project Staff Signature Name (Printed) Date

Does the participant consent to share their children’s information (17 and younger) with other agencies in HMIS? **Yes No**

**No**

**Participant Verbal Consent**

*For Project use only:*

Does the participant consent to share their information with other agencies in HMIS? **Yes**

###### ESG Housing Stability Plan

Client/Head of Household Name:

Initial Plan Date

My 30 day housing goal is:

If different, my 90 day goal is

If different, my permanent housing goal is

I have or will have the following resources to help me achieve my goals:

1.

2.

3.

In order to reach these goals, I commit to take the following steps:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Step | Actions | What I’ll do | Help I’ll Receive | Done by: | Notes at Follow Up |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

Client Signature:

Date:

Case Manager/Housing Specialist Name: Date:

**Project Exit Assessment – Emergency Shelter**

This form should be used for every client exiting Emergency Shelter projects. (children pages 1-2; all adults pages 1-4; heads of household pages 1-6)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF PROJECT EXIT** | | | | | | | | | |
|  |  | **/** |  |  | **/** |  |  |  |  |

Month Day Year

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIENT NAME** |  | **HMIS CLIENT ID - For HMIS Users only** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **REASON FOR LEAVING – Why is the client leaving this project?** | |
|  | Completed program |
|  | Criminal activity / violence |
|  | Death |
|  | Disagreement with rules/persons |
|  | Left for housing opp. before completing program |
|  | Needs could not be met |
|  | Does not or no longer qualifies for program |
|  | Non-compliance with program |
|  | Non-payment of rent |
|  | Other (specify): |
|  | Reached maximum time allowed |
|  | Unknown/Disappeared |

|  |  |  |
| --- | --- | --- |
| **DESTINATION - Where will the client stay/sleep immediately after leaving this project?** | | |
|  | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home shelter |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for *without* emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in friends, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, permanent tenure |

|  |  |  |
| --- | --- | --- |
|  |  | Staying or living in friends, permanent tenure |
|  |  | Moved from one HOPWA funded project to HOPWA PH |
|  |  | Moved from one HOPWA funded project To HOPWA TH |
|  |  | Rental by client, with GPD TIP housing subsidy |
|  |  | Rental by client, with VASH housing subsidy |
| **Temporary** |  | Permanent housing (other than RRH) for formerly homeless persons |
| **and** |
|  | Rental by client, with RRH or equivalent subsidy |
| **Permanent** |
|  | Rental by client, with HCV voucher (tenant or project based) |
| **(cont.)** |
|  |  | Rental by client in a public housing unit |
|  |  | Rental by client, no ongoing housing subsidy |
|  |  | Rental by client, with other ongoing housing subsidy |
|  |  | Owned by client, no ongoing housing subsidy |
|  |  | Owned by client, with ongoing housing subsidy |
| **Other** |  | No exit interview completed |
|  | Other (specify): |
|  | Deceased: |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

**NOTES – Reason or Destination details**

|  |  |
| --- | --- |
| **TX COUNTY OF SERVICE**  **In which TX county is this client receiving your project’s services?** |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | |
|  | Yes |  |  | No |  |  | Client doesn’t know | |  | Client refused |  | | Data not collected |
|  | | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | | **No** | **Disability Determination** | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | **Start Date (MM/DD/YYYY)** | |
| Physical | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Chronic Health Con | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| HIV/AIDS | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Developmental | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Alcohol Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Both Alcohol & Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Mental Health Prob. | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Health Insurance Type** | | | | | | **Yes** | | | **No** | **Start Date (MM/DD/YYYY)** | | |
| Medicaid | | | | | |  | | |  |  | | |
| Medicare | | | | | |  | | |  |  | | |
| State Children’s Health Insurance Program (or use local name) | | | | | |  | | |  |  | | |
| Veteran’s Administration (VA) Medical Services | | | | | |  | | |  |  | | |
| Employer-Provided Health Insurance | | | | | |  | | |  |  | | |
| Health insurance obtained through COBRA | | | | | |  | | |  |  | | |
| Private Pay Health Insurance | | | | | |  | | |  |  | | |
| State Health Insurance for Adults | | | | | |  | | |  |  | | |
| Indian Health Services Program | | | | | |  | | |  |  | | |
| Other If Yes, specify source: | | | | | |  | | |  |  | | |

Continued on page 4

ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know |  | Client refused |  |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Earned income (i.e., employment income) | | | |  |  | | $ | | |  | | |
| Unemployment Insurance | | | |  |  | | $ | | |  | | |
| Supplemental Security Income (SSI) | | | |  |  | | $ | | |  | | |
| Social Security Disability Income (SSDI) | | | |  |  | | $ | | |  | | |
| VA Service-Connected Disability Compensation | | | |  |  | | $ | | |  | | |
| VA Non-Service-Connected Disability Pension | | | |  |  | | $ | | |  | | |
| Private disability insurance | | | |  |  | | $ | | |  | | |
| Worker’s Compensation | | | |  |  | | $ | | |  | | |
| Temporary Assistance for Needy Families (TANF) | | | |  |  | | $ | | |  | | |
| General Assistance (GA) | | | |  |  | | $ | | |  | | |
| Retirement Income from Social Security | | | |  |  | | $ | | |  | | |
| Pension or retirement income from a former job | | | |  |  | | $ | | |  | | |
| Child support | | | |  |  | | $ | | |  | | |
| Alimony or other spousal support | | | |  |  | | $ | | |  | | |
| Other source: | | | |  |  | | $ | | |  | | |
| **Total monthly income from all sources** | | | | | | | $ | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know | |  | Client refused |  |  | Data not collected |
|  | | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.**  Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past. **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | | $ | | |  | | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | | $ | | |  | | |
| TANF Child Care services *(or use local name)* | | | |  |  | | | $ | | |  | | |
| TANF transportation services *(or use local name)* | | | |  |  | | | $ | | |  | | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | | $ | | |  | | |
| Other source: | | | |  |  | | | $ | | |  | | |

**ESG VERIFICATION OF HOMELESS STATUS**

**Client Name**:

**HMIS/DV#**:

Agency:

In all cases of homelessness, HUD has a preferred order for documentation:

* The best documentation to use is written, third (3rd ) party documentation (attach directly to this form),
* Followed by oral 3rd party (attach statement confirming oral conversation directly to this form)
* Followed by Intake Staff Observations (only applicable where indicated), and (attach statement confirming observations directly to this form)
* Completed Self-Certification form by the participant (only applicable where indicated.)

**Note: Self-Certification should be used as last resort if third party documentation is not obtainable.** \* Rapid Rehousing projects must re-assessed individuals and families at the 12th month and total household income must be at or below 30% AMI.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CRITERIA FOR DEFINING HOMELESSNESS**  (Place an **“X”** in the correct ESG activity) | | | | |
| **Category 1**   * Street Outreach * Emergency Shelter * Rapid Rehousing | **Category 2**   * Emergency Shelter * Homelessness Prevention | **Category 3**   * Emergency Shelter * Homelessness Prevention | **Category 4**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention | **Ineligible Client**   * Emergency Shelter * Rapid Rehousing * Homeless Prevention |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet Category 1 -4** |
| Individual or family who lacks, regular and adequate nighttime residence, meaning:   * Primary nighttime residence is public or private and not meant for human habitation. * Is living in a public or privately- operated shelter (congregate shelters, transitional housing and hotels and motels are paid for by charitable organizations or federal, state and local government. * Is exiting an institution where(s) he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering   that institution. | **Imminent Risk:**  Individual or family who will imminently lose their primary nighttime residence, provided that:   * Residence will be lost within 14 days of the date of application for homeless assistance * No subsequent residence has been identified; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing.   **At Risk:** | Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:   * Are defined homeless under the listed federal statutes; * Have no lease, ownership interest or occupancy agreement in permanent housing for 60 days prior to the homeless assistance application; * Have experience persistent instability as measured by two (2) moves or more during in the preceding 60 days; and * Can be expected to continue such status for an extended period due to special needs and barriers. | Any individual or family who:   * Is fleeing, or is attempting to flee domestic violence; * Has no other residence; and * Lacks the resources or support networks to obtain other permanent housing. | Any individual or family who:   * Does not meet the criteria set forth in Category 1 – 4 for defining homelessness   272 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | * Individual or family with annual income below 50%AMI; and * The individual or family lacks the resources or support networks needed to obtain other permanent housing; and meets one of the following: * Has moved because of economic reasons 2 or more times during the past 60 days * Is living in the home of another because of economic hardship * Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after date of application for assistance * Lives in a hotel or motel, cost NOT paid for by charity or other assistance * Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau * Is exiting a publicly funded institution * Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the consolidated plan |  |  |  |
| **ESG RECORDKEEPING REQUIREMENTS** | | | | |
| **Category 1** | **Category 2** | **Category 3** | **Category 4** | **Ineligible Client** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Literally Homeless** | **Imminent Risk of Homelessness**  **/At Risk of Homelessness** | **Homeless under other Federal**  **Statutes** | **Fleeing/Attempting to Flee DV** | **Clients that do not meet**  **Category 1 -4** |
| * Written observation by outreach worker; or * Written referral by another housing or service provider; or * Self-Certification by individual or head of household stating that   (s) he was living on the street or in shelter; (complete required form included below)   * Individuals exiting an institution   + one of the forms of evidence above and:     1. Discharge paperwork or written/oral referral, or     2. Written record of intake worker’s due diligence to obtain above evidence and certification by individual that they exited institution. | **Imminent Risk:**   * Court order from an eviction; or * Hotel and motel exit-evidence that they lack the financial resources; or * Documented and verified oral statement; and * Certification that no subsequent residence has been identified; and * Self-certification or other written documentation that household lack the financial resources and support necessary to obtain permanent housing (PH**).** (complete required form included below) **(Use as a last resort)**   **At Risk:**   * Evidence that they lack financial resources * Documentation of #/dates of moves * 21-day notice * Documentation of housing (hotel/motel, institution, SRO, etc) * Documentation of characteristics associated with housing instability and increased risk of homelessness | * Certification by non-profit, local and state government that the household seeking assistance met the homelessness criteria under another federal statute; and * Certification of no PH in last 60 days; and * Self-Certification by the head of household and any available supporting documentation, that   (s) he has moved two (2) or more times in the past 60 days; (complete required form included below) and   * Documentation of special needs or 2 or more barriers. | **For victim service providers:**   * Oral statement by individual or head of household which states; they are fleeing; they have no other subsequent residence and lack resources. (Statement must be documented by self-certification or intake worker).   **For non-victim service providers:**   * Oral statement by individual or head of household seeking assistance (documented by self-certification (complete required form included below) or intake worker). The family safety must not be jeopardized. * Certification by head of household that no subsequent residence has been identified; and * Self-Certification or other written documentation, the household lacks financial resources and support networks to obtain other permanent housing. **(Use as a last resort)** (complete required form   included below) |  |

**I Certify that the household lacks the financial resources and support to necessary obtain permanent housing: ☐ Yes: ☐ No:**

**Verified by**:

**Date:**

**HMIS#:**

**Subrecipient MUST attach and submit third party documentation to support client’s verification of homelessness status**

### SG SELF-CERTIFICATION OF HOMELESS STATUS FORM

Note: Self-Certification should be used as last resort if third party documentation is not obtainable.

Check one:

I am a household **without** dependent children (complete one form for each adult in the household) I am a household **with** dependent children (complete one form for the household)

Number of persons in the household:

This is to certify that the above-named individual or household is currently homeless or at-risk of homelessness, based on the following and other indicated information and the signed declaration by the applicant.

**CATEGORY 1**

**Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:**

My Primary nighttime residence is a public or private place not meant for human habitation;

I [and my children] are living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);

I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

CATEGORY 2

I am an individual or family at imminent risk of losing my primary nighttime residence and have all of the following circumstances:

My residence will be lost within 14 days of the date of this notice; and

No subsequent residence has been identified; and

I (and my children) lack the resources or support networks needed to obtain permanent housing

CATEGORY 3

I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but meet all of the following circumstances:

I am defined as homeless under another federal statute;

I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;

I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and I expect to continue in such status for an extended period of time due to special needs or barriers defined

follows:

CATEGORY 4

I am an individual or family that is:

* Fleeing, or attempting to flee due to domestic violence;
* Have no other residence; and
* Lack the resources or support networks to obtain other permanent housing

I certify that the information above I have provided in applying for ESG assistance is true, accurate and complete.

**ESG Client Signature: Date:**

For official use only:

**Staff Certification**

I understand that third-party verification is the preferred method of certifying homelessness or risk for homelessness for an individual/household who is applying for ESG assistance. I understand self-certification is only permitted when I have attempted to, but cannot obtain third party verification.

Documentation of attempt(s) made for third-party verification:

|  |  |
| --- | --- |
| **Date** | **Type of Attempt (oral, written, email etc.)** |
|  |  |
|  |  |
|  |  |
|  |  |

**Staff Signature: Date:**

**FOR STAFF USE ONLY:**

Last Name: First Name: HMIS ID:

**Eligibility Determination**

1. **Household is not eligible to receive ESG Rapid Re-housing assistance due to:**

* Not among target population for local program
* Ineligible Housing Status
* Household is already receiving a subsidy for the same cost for which the household is seeking assistance
* Household as already received 24 months of ESG assistance in last 36 months

**If client is not eligible, inform client of determination and refer client to other programs that may be able to assist the household. Programs referred to:**

1. Program: How was referral made :
2. Program: How was referral made :
3. Program: How was referral made :
4. Program: How was referral made :
5. **Household is eligible to receive ESG assistance.**

* **Eligibility for rapid re-housing assistance verified;** new housing has been identified and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

Staff signature: Date:

Proceed to enroll the Household:

* Complete HMIS ROI and Intake - Input client into HMIS
* Sign the ESG participation agreement, Present Termination Policy/Grievance Procedure
* Fill out the Client Expenses Worksheet and Develop Housing Stability Plan with client
* Present VAWA Forms to the Client, work to identify housing based on client choice on housing,Complete Rent Reasonableness Checklist / FMR, Complete Lead Based Paint Inspection and provide Lead Based Paint Brochure, Complete Housing Habitability Standards Inspection, Collect Landlord Lead Based Paint Disclosure Form, Collect Landlord W-9, Client signs lease with landlord, Agency creates Rental Assistance Agreement with Landlord.

**Texas Balance of State Homeless Management Information System Release of Information**

**About HMIS**

The Homeless Management Information System (HMIS), or “ClientTrack”, is a secure online database used by this agency to store personal information from people who receive help. By agreeing to receive help from us, you are allowing us to collect and enter your information into HMIS. Personal information collected and entered into HMIS includes but is not limited to name, social security number, date of birth, gender, race, ethnicity, housing status, income and sources, referrals, referral outcomes, and photographs.

**About this Form**

This form controls whether or not you share your information in HMIS. Sharing means that HMIS users at other agencies using HMIS can see your information. HMIS has security rules that are updated regularly to meet privacy and confidentiality laws. All HMIS users are required to sign a confidentiality agreement, agreeing to protect your privacy. A list of agencies using HMIS is at https[://w](http://www.thn.org/wp-)ww[.thn.org/wp-](http://www.thn.org/wp-) content/uploads/2018/01/ParticipatingAgencies.pdf. This list will change as agencies stop or start using HMIS.

By signing this form, you are allowing the sharing of your information with other agencies using HMIS for 7 years or until stopped by you. Sharing may reduce the time you have to spend answering questions.

Sharing may make it easier for us to match help to your household. Sharing may also make reporting to funders easier, which may bring more funding to our community to help end homelessness.

**Your Rights**

These are your rights:

* To not share your personal information
* To receive help regardless of your decision about sharing your information
* To get a copy of the Texas Balance of State Continuum of Care HMIS Privacy Policy
* To get a copy of your personal information in HMIS
* To ask us or any agency using HMIS to correct mistakes related to your personal information in HMIS
* To submit a question regarding HMIS, request to cancel the sharing you allowed, or file a grievance with our HMIS Administrator
* To submit an appeal to THN at [hmis@thn.org](mailto:hmis@thn.org)

**Sharing Outside of HMIS**

Your information may be used and released outside of the system for the following reasons, whether or not you opt to share your information:

* To provide or match your household to help which includes through case conferencing or using the Housing Priority List
* To carry out administrative purposes such as legal, financial, audit, personnel, oversight, and management
* For creating de-identified information
* As required by law
* To prevent a serious threat to health and safety
* To report abuse, neglect, or domestic violence
* For research purposes
* For law enforcement purposes such as in response to a lawful and specific court order or subpoena

##### Texas Balance of State Homeless Management Information System Release of Information

**Minor Children Information**

By signing below, I am indicating that I do not want to share my children’s information (17 and younger) with other agencies in HMIS.

**Children’s Names**

Parent/ Gurdian’s Notes:

Participant Signature

Name (Printed)

Date

Project Staff Signature

Name (Printed)

Date

Date

Name (Printed)

Project Staff Signature

Date

Name (Printed)

Participant Signature

**Participant Written Consent**

I agree to share my information with other agencies in HMIS. Unless otherwise noted below, please treat my age 17 or younger children’s information the same as mine.

|  |  |
| --- | --- |
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

**Texas Balance of State Homeless Management Information System Release of Information**

**NOTE**: The ROI must be reviewed again and a signed copy obtained when the household physically presents for services.

**Verbal consent granted by participant**: \_

Project Staff Signature Name (Printed) Date

Does the participant consent to share their children’s information (17 and younger) with other agencies in HMIS? **Yes No**

**No**

**Participant Verbal Consent**

*For Project use only:*

Does the participant consent to share their information with other agencies in HMIS? **Yes**

**Project Start Assessment – Rapid Re-housing**

This form should be used by Rapid Re-Housing Housing projects for every client. (children pages 1-2; all adults pages 1-6; heads of household pages 1-7)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF DATA COLLECTION** | | | | | | | | | |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **HMIS CLIENT ID - For HMIS Users only** | | | | | | | |
|  |  |  |  |  |  |  |  |

Month Day Year

|  |  |
| --- | --- |
| **NAME - (First, Middle, Last, Suffix)** | |
| First Name |  |
| Middle Name |  |
| Last Name |  |
| Suffix (e.g., Jr, Sr, III) |  |

|  |  |
| --- | --- |
| **NAME DATA QUALITY** | |
|  | Full name reported |
|  | Partial, street name or code name |
|  | Client doesn’t know (CDK) |
|  | Client refused (CR) |
|  | Data Not Collected (DNC) |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOCIAL SECURITY NUMBER** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **VETERAN STATUS** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF BIRTH**  **(e.g. 10/23/1978)** | **Data Quality Status** | | | | | | | | | |
|  |  | Full Reported |  | Approx. or Partial Reported |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **GENDER** | | | |
|  | Female |  | Gender Non-Conforming (not exclusively male or female) |
|  | Male |  | Client doesn’t know |
|  | Trans Female (MTF or Male to Female) |  | Client refused |
|  | Trans Male (FTM or Female to Male) |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **PRIMARY RACE - The selection of more than one race is permitted** | | | |
|  | American Indian or Alaska Native |  | White |
|  | Asian |  | Client doesn’t know |
|  | Black or African American |  | Client refused |
|  | Native Hawaiian or Other Pacific Islander |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **ETHNICITY** | | | |
|  | Non-Hispanic / Non-Latino |  | Client doesn’t know |
|  | Hispanic / Latino |  | Client refused |
|  | |  | Data not collected |

|  |  |  |  |
| --- | --- | --- | --- |
| **RELATIONSHIP TO HEAD OF HOUSEHOLD** | | | |
|  | Self (head of household) |  | Head of household’s other relation member (other relation to head of household) |
|  | Head of household’s child |  | Other: non-relation member |
|  | Head of household’s spouse or partner |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | | | | | | | |
|  | Yes |  |  | No | |  |  |  |  | Client doesn’t know | | |  | Client refused | | |  | Data not collected | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | **No** | | **Disability Determination** | | | | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | | | | | **Start Date (MM/DD/YYYY)** |
| Physical | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Chronic Health Con | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| HIV/AIDS | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Developmental | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Alcohol Abuse | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Drug Abuse | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Both Alcohol and Drug Abuse | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |
| Mental Health Prob. | |  |  | | * Yes | * No | * CDK | * CR | | * DNC | * Yes | * N | * CDK | | * CR |  | |  |  |



DNC

DNC

DNC

DNC

DNC

DNC

DNC

DNC

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused | |  | Data not collected |
|  | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | |
|  | | | | | | | | | | |
| **Health Insurance Type** | | | | | | **Yes** | | **No** | **Start Date (MM/DD/YYYY)** | |
| Medicaid | | | | | |  | |  |  | |
| Medicare | | | | | |  | |  |  | |
| State Children’s Health Insurance Program (or use local name) | | | | | |  | |  |  | |
| Veteran’s Administration (VA) Medical Services | | | | | |  | |  |  | |
| Employer-Provided Health Insurance | | | | | |  | |  |  | |
| Health insurance obtained through COBRA | | | | | |  | |  |  | |
| Private Pay Health Insurance | | | | | |  | |  |  | |
| State Health Insurance for Adults | | | | | |  | |  |  | |
| Indian Health Services Program | | | | | |  | |  |  | |
| Other If Yes, specify source: | | | | | |  | |  |  | |

|  |  |
| --- | --- |
| **TX COUNTY OF SERVICE**  **In which TX county is this client receiving your project’s services?** |  |

|  |  |
| --- | --- |
| **On the night before this assessment, what was the clients…** | |
| **COUNTY OF RESIDENCE** |  |
| **CITY OF RESIDENCE?** |  |

|  |  |
| --- | --- |
| **What is the ZIP CODE of the client’s last permanent address?** |  |

ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

* TX607- TX Balance of State

**CLIENT LOCATION – In which CoC is the Head of Household staying at the time of project entry?**

**HOMELESS HISTORY – Select 1 type of living situation. Follow the arrows & red instructions to complete other sections**

|  |  |  |
| --- | --- | --- |
| **Section 1: TYPE OF PRIOR LIVING SITUATION- Where did the client live immediately prior to this project entry?** | | |
| **Homeless** | **Institutional** | **Temporary & Permanent Housing** |
| Place not meant for habitation (e.g., vehicle, abandoned   * building, bus station/airport or anywhere outside) | * Foster care home or foster   care group home | * Residential project or halfway house with   no homeless criteria |
| * Hospital or other residential non- psychiatric medical facility | * Hotel or motel paid for *without* emergency shelter voucher |
| Emergency shelter, including hotel   * or motel paid for with emergency shelter voucher, or RHY-funded   Host Home shelter | * Jail, prison, or juvenile   detention facility | * Transitional housing for homeless   persons (including homeless youth) |
| Long-term care facility or   * nursing home | * Host Home (non-crisis) |
| * Client doesn’t know | * Psychiatric hospital or other psychiatric facility | * Staying or living in a friend’s room, apartment or house |
| * Client refused | * Substance abuse treatment facility or detox   center | * Staying or living in a family member’s room, apartment or house |
| * Data not collected | * Client doesn’t know | * Rental by client, with GPD TIP housing   subsidy |
|  | * Client refused | * Rental by client, with VASH housing subsidy |
| * Data not collected | Permanent housing (other than RRH) for   * formerly homeless persons |
|  | Rental by client, with RRH or equivalent   * subsidy |
| * Rental by client in a public housing unit |
| * Rental by client, no ongoing housing subsidy |
| * Rental by client, with other ongoing housing   subsidy |
| * Owned by client, no ongoing housing   subsidy |
| * Owned by client, with ongoing housing   subsidy |
| * Client doesn’t know |
| * Client refused |
| * Data not collected |
|  |
| **Section 2: LENGTH OF STAY IN PRIOR LIVING SITUATION - How long did the client stay in that place?** | | |
| If any responses in the shaded boxes below are checked, you must go to SECTION 3, all others should go to Income and Sources | | |
| * 1 night or less | * 1 night or less | * 1 night or less |
| * 2 to 6 nights | * 2 to 6 nights | * 2 to 6 nights |
| * 1 week or more, but less than 1   month | * 1 week or more, but less than 1   month | * 1 week or more, but less than 1 month |
| * 1 month or more, but less than 90   days | * 1 month or more, but less than 90   days | * 1 month or more, but less than 90 days |
| * 90 days or more, but less than 1   year | * 90 days or more, but less than 1   year | * 90 days or more, but less than 1 year |
| * 1 year or longer | * 1 year or longer | * 1 year or longer |
| * Client doesn’t know | * Client doesn’t know | * Client doesn’t know |
| * Client refused | * Client refused | * Client refused |
| * Data not collected | * Data not collected | * Data not collected |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Section 3: BREAK IN HOMELESSNESS –** | | | | **On the night before entering the living situation, did the client stay on the streets, or in emergency shelter?** | | | | |
| If any responses in the shaded boxes below are checked, you must go to SECTION 4, all others should go to Income and Sources | | | | | | | | |
| **Go to Section 4** | |  | Yes **[Go to Section 4]** | |  | Yes **[Go to Section 4]** |  |  |
|  | No |  |  | No |  |  |
|  | Client doesn’t know | |  | Client doesn’t know |  |  |
|  | Client refused | |  | Client refused |  |  |
|  | Data not collected | |  | Data not collected |  |  |
|  | | | | | | | | |
| **Section 4- Answer the three questions below to complete this section** | | | | | | | | |
|  | | | | | | | | |
| **APPROXIMATE DATE THIS HOMELESSNESS STARTED?** | | | | | | | | |
| Month Day Year | | | | | | | | |
|  | | | | | | | | |
| **Regardless of where the client stayed last night, HOW MANY TIMES has the client been homeless on the streets, or in an emergency shelter in the past 3 years including today?** | | | | | | | | |
|  | One time (Select this if this is the 1st time the client has been homeless in the past 3 years) | | | | | |  | Client doesn’t |
|  | Two times |  |  |  |  |  |  | Client refused |
|  | Three times |  |  |  |  |  |  | Data not collected |
|  | Four or more times |  |  |  |  |  |  |  |
| **HOW MANY MONTHS, in total, has the client been homeless on the street, or in an emergency shelter in the past 3 years?** | | | | | | | | |
|  | 1 month or less (Select this if this is the 1st time the client has been homeless in the past 3 years) | | | | | |  | Client doesn’t |
|  | Between 2 and 12 Months |  | **Enter the total number of months:** | |  |  |  | Client refused |
|  | More than 12 months |  |  |  |  |  |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know | |  | Client refused |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | | **No** | | **If yes, monthly amount from source (round to nearest dollar)** | | | **Start Date (MM/DD/YYYY**  **)** | |
| Earned income (i.e., employment income) | | | |  | |  | | $ | | |  | |
| Unemployment Insurance | | | |  | |  | | $ | | |  | |
| Supplemental Security Income (SSI) | | | |  | |  | | $ | | |  | |
| Social Security Disability Income (SSDI) | | | |  | |  | | $ | | |  | |
| VA Service-Connected Disability Compensation | | | |  | |  | | $ | | |  | |
| VA Non-Service-Connected Disability Pension | | | |  | |  | | $ | | |  | |
| Private disability insurance | | | |  | |  | | $ | | |  | |
| Worker’s Compensation | | | |  | |  | | $ | | |  | |
| Temporary Assistance for Needy Families (TANF) | | | |  | |  | | $ | | |  | |
| General Assistance (GA) | | | |  | |  | | $ | | |  | |
| Retirement Income from Social Security | | | |  | |  | | $ | | |  | |
| Pension or retirement income from a former job | | | |  | |  | | $ | | |  | |
| Child support | | | |  | |  | | $ | | |  | |
| Alimony or other spousal support | | | |  | |  | | $ | | |  | |
| Other source: | | | |  | |  | | $ | | |  | |
| **Total monthly income from all sources** | | | | | | | | $ | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know | |  | Client refused |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.**  Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past.  **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | | $ | | |  | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | | $ | | |  | |
| TANF Child Care services *(or use local name)* | | | |  |  | | | $ | | |  | |
| TANF transportation services *(or use local name)* | | | |  |  | | | $ | | |  | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | | $ | | |  | |
| Other source: | | | |  |  | | | $ | | |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DOMESTIC VIOLENCE - Is client a domestic violence victim/survivor?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |
| --- | --- | --- | --- |
| **If YES, When did the experience occur?** | | | |
|  | Within the past three months |  | Client doesn’t know |
|  | Three to six months ago (excluding six months exactly) |  | Client refused |
|  | Six months to one year ago (excluding one year exactly) |  | Data not collected |
|  | One year ago or more |  | |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES, Is the client currently fleeing?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TX NATURAL DISASTER/STORM – Are you experiencing homelessness due to a recent natural disaster/storm?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **If YES: There are resources and partners available during natural disasters/storms that can help you. Do we have your permission to use this information to coordinate with them to help get you resources and assistance?** | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  | Client refused |  | Data not collected |



|  |  |  |  |
| --- | --- | --- | --- |
| **If YES: What natural disaster/storm caused you to evacuate and seek other shelter?** | | | |
| * Hurricane Hanna | * Hurricane Laura | * Hurricane Harvey | Other: |

|  |  |
| --- | --- |
| **What TXCounty were you living in immediately prior to the natural disaster/storm?** |  |

|  |  |  |
| --- | --- | --- |
| **TYPE OF PRIOR LIVING SITUATION - Where was the client living immediately prior to the natural disaster/storm?** | | |
|  | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home  shelter |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |

|  |  |  |
| --- | --- | --- |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for *without* emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in a friend’s room, apartment or house |
|  | Staying or living in a family member’s room, apartment or house |
|  | Rental by client, with GPD TIP housing subsidy |
|  | Rental by client, with VASH housing subsidy |
|  | Permanent housing (other than RRH) for formerly homeless persons |
|  | Rental by client, with RRH or equivalent subsidy |
|  | Rental by client, with HCV voucher (tenant or project based) |
|  | Rental by client in a public housing unit |
|  | Rental by client, no ongoing housing subsidy |
|  | Rental by client, with other ongoing housing subsidy |
|  | Owned by client, no ongoing housing subsidy |
|  | Owned by client, with ongoing housing subsidy |
| **Other** |  | Other (specify): |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

Year

Day

Month

**APPROXIMATE DATE OF EVACUATION – On what date did you leave your prior living situation?**

|  |  |  |  |
| --- | --- | --- | --- |
| **LENGTH OF STAY – Before he natural disaster/storm, how long did you live in the prior living situation?** | | | |
|  | 1 night or less |  | 1 year or longer |
|  | 2 to 6 nights |  | Client doesn’t know |
|  | 1 week or more, but less than 1 month |  | Client refused |
|  | 1 month or more, but less than 90 days |  | Data not collected |
|  | 90 days or more, but less than 1 year |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **/** |  |  | **/** |  |  |  |  |

|  |  |
| --- | --- |
| **Do you know if the place you were living was destroyed by the natural disaster/storm, seriously damaged but not destroyed, or not seriously damaged?** | |
| * Destroyed | * Client doesn’t know |
| * Seriously damaged | * Client refused |
| * Not seriously damaged | * Data not collected |

|  |  |
| --- | --- |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | |
| * I have insurance to cover most of my losses | * Client doesn’t know |
| * I have insurance to cover some of my losses | * Client refused |
| * I have no insurance | * Data not collected |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Have you registered with FEMA for assistance?** | | | | |
| * Yes | * No | * Client doesn’t know | * Client refused | * Data not collected |

|  |  |
| --- | --- |
| **If the place you were living was destroyed or damaged in any way, do you have insurance to cover losses?** | |
| * I have insurance to cover most of my losses | * Client doesn’t know |
| * I have insurance to cover some of my losses | * Client refused |
| * I have no insurance | * Data not collected |

**ESG Rapid Re-housing Participation Agreement**

**The ESG Program** provides support services and limited financial resources to help households gain housing or remain housed. I understand that this program may provide me with some or all of the following services:

* + Assistance finding and obtaining housing
  + Assistance developing a housing plan
  + Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
  + One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
  + Referrals and support to apply for benefits for which I or a member of my household may be eligible.
  + Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

* Provide accurate and honest information to my case manager and other program staff.
* Work with a case manager to develop a housing plan.
* Take all necessary steps to achieve the goals outlined in the plan.
* Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
* Provide current proof of income when requested.
* Pay my portion of rent if applicable on time every month and *immediately* advise the case manager if I have any trouble in doing so.
* Provide any documentation required by the case manager as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
* Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

I understand that neither (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.

Client Name: Client Signature: Date:

Case Manager: Agency Name : Date:

Termination of Assistance

If a program participant is found to be violating program regulations in the ESG Participation Agreement reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services.

Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor **{Name}** at **{Agency Name}.** This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of **{Insert staff person with this authority}.**

A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402.

Grievance Policy

**{Agency Name}** is required to have a written formal grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision. The grievance policy must include the method by which an applicant would be made aware of the grievance procedure, and the formal process for review and resolution. If a participant household violates program requirements, the subrecipient may terminate assistance in accordance with a formal grievance process established.

**{Agency Name}** grievance policy is required to include:

* A written notice providing a clear statement of reason(s) for termination
* The participant household must be given the opportunity to present information before someone other than the person (or subordinate of that person) making the termination decision.
* A final written notice of the termination decision must be delivered to the participant no later two weeks after a determination is made.
* **{Agency Name}** must keep records to show compliance with ESG program grievance policy requirements.

###### ESG Housing Stability Plan

Client/Head of Household Name:

Initial Plan Date

My 30 day housing goal is:

If different, my 90 day goal is

If different, my permanent housing goal is

I have or will have the following resources to help me achieve my goals:

1.

2.

3.

In order to reach these goals, I commit to take the following steps:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Step | Actions | What I’ll do | Help I’ll Receive | Done by: | Notes at Follow Up |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

Client Signature:

Date:

Case Manager/Housing Specialist Name: Date:

###### Client Expenses Worksheet

|  |  |  |
| --- | --- | --- |
| *P*articipant *N*ame: | | *D*ate: |
|  | *A*ctual (with current income) | *P*roposed (with anticipated income and/or subsidy) |
| *H*ousing *E*xpenses |  |  |
| *R*ent |  |  |
| *PG*&*E* |  |  |
| *W*ater |  |  |
| *O*ther: |  |  |
| *C*ar *E*xpenses |  |  |
| *L*oan payment |  |  |
| *I*nsurance |  |  |
| *G*as |  |  |
| *M*aintenance & repairs |  |  |
| *D*ebt |  |  |
| *C*reditor *1* |  |  |
| *C*reditor *2* |  |  |
| *M*iscellaneous |  |  |
| *G*roceries, *L*unches, meals |  |  |
| *C*hildcare |  |  |
| *S*chool supplies |  |  |
| *P*rescriptions |  |  |
| *C*able *TV* |  |  |
| *I*nternet *C*onnection |  |  |
| *T*elephone |  |  |
| *C*lothing |  |  |
| *H*air supplies/*T*oiletries |  |  |
| *O*ther: |  |  |
| *O*ther: |  |  |
| *E*xpense *T*otal |  |  |
|  |  |  |
| ***I*ncome** |  |  |
| Earnings |  |  |
| Social Security related $ |  |  |
| Unemployment |  |  |
| Food Stamps |  |  |
| Other: |  |  |
| Other: |  |  |
| Income Total |  |  |
| **Total Income Minus Expenses** |  |  |

Participant Signature: Date:

Case Manager/Housing Specialist Name Signature Date

**[Insert Name of Housing Provider**[1](#_bookmark101)**]**

**Notice of Occupancy Rights under the Violence Against Women Act**[2](#_bookmark102)

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.[3](#_bookmark103) VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[4](#_bookmark104) The Texas Department of Housing and Community Affairs is the State agency that oversees (please circle the covered program) **the Housing Tax Credit, HOME Multifamily, HOME**

**Tenant Based Rental Assistance, Tax Credit Assistance Program-Repayment Funds,**

**National Housing Trust Fund, Emergency Solutions Grant, Section 811 Project Rental**

**Assistance Program, and the Housing Choice Voucher Program “covered program”.** This

notice explains your rights under VAWA. A U.S. Department of Housing (“HUD”) approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

1 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. Program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

2 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

3 The VAWA statute uses the term victims to describe those with VAWA protections, but the Department herein refers to this class of persons as subject to protections under VAWA.

4 Housing providers in the covered programs cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD- insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Protections for Applicants

If you otherwise qualify for assistance under **a covered program listed above,** you cannot be

denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **the covered program,** you may not be denied assistance,

terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been subject to of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **the covered program** solely on

the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household**

The Housing Provider (“HP”) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator

was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has VAWA protections and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking (such as HUD’s self-certification form 5382).

**Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
2. **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

**You have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you have been subject to sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and work to ensure the confidentiality of the location of any move by such victims and their families.

HP’s emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the

documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

* A complete HUD-approved certification form (HUD form 5382) given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
* A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
* A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
* Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

**Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

* You give written permission to HP to release the information on a time limited basis.
* HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
* A law requires HP or your landlord to release the information.

VAWA does not limit HP’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been subject to domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been subject to domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for persons subject to domestic violence, dating violence, sexual assault, or stalking. You may be

entitled to additional housing protections for persons subject to domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with the Requirements of This Notice**

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at <https://www.tdhca.state.tx.us/complaint.htm>or 800-525-0657 or 817-978-5600 the HUD Fort

Worth regional office, (800) -669-9777, (TTY 817-978-5595).

**For Additional Information**

You may view a copy of HUD’s final VAWA rule at: [https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)

[reauthorization-act-of-2013-implementation-in-hud-housing-programs.](https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs)

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline.

Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

**Domestic Violence, Sexual Assault and Stalking Resources**

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing or local domestic violence services providers: <http://tcfv.org/service-directory/?wpbdp_view=all_listings>.

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656- HOPE. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: <http://taasa.org/crisis-center-locator/>.

For information regarding stalking visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Victims of a variety of crimes my find referrals by contacting t the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855- 484-2846) or searching for local providers at [http://victimconnect.org/get-help/connect-](http://victimconnect.org/get-help/connect-directory/)

[directory/](http://victimconnect.org/get-help/connect-directory/).

Legal Resources

**TexasLawHelp.org**

[www.texaslawhelp.org](http://www.texaslawhelp.org/)

TexasLawHelp.org is a website that provides free, reliable legal information on a variety of topics such as; family law, consumer protection and debt relief, health and benefits, employment law, housing, wills and life planning, and immigration. The website offers interactive and downloadable legal forms, self-help tools and videos on legal issues, and can assist in locating local free legal services.

Texas Advocacy Project, A VOICE

**1.888. 343.4414**

Advocates for Victims of Crime (A VOICE), a project of Texas Legal Services Center, provides free direct legal representation and referrals to victims of violent crime, and providing education about crime victim’s rights and assistance with Crime Victims Compensation applications. Note: callers will most likely leave a message and their call will be returned by an attorney.

Legal Aid for Survivors of Sexual Assault (LASSA)

**1-844-303-SAFE (7233)**

The LASSA Hotline is answered by attorneys seven days a week. The Hotline attorneys provide sexual assault survivors with legal information and advice about legal issues that may arise following a sexual assault including crime victim’s rights, housing, and safety planning.

Family Violence Legal Line

**800-374-HOPE**

Texas Advocacy Project. Offers the HOPE Line, Monday -Friday 9am-5pm, staffed by attorneys can help you with a variety of legal concerns related to domestic violence, sexual assault, and stalking.

**Attachment:** Certification form HUD-5382.

**CERTIFICATION OF U.S. Department of Housing** OMB Approval No. 2577-0286 **DOMESTIC VIOLENCE, and Urban Development** Exp. 06/30/2017 **DATING VIOLENCE,**

SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

* 1. A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
  2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
  3. At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. **Date the written request is received by victim:**
2. **Name of victim:**
3. **Your name (if different from victim’s):**
4. **Name(s) of other family member(s) listed on the lease:**
5. **Residence of victim:**
6. **Name of the accused perpetrator (if known and can be safely disclosed):**
7. **Relationship of the accused perpetrator to the victim:**
8. **Date(s) and times(s) of incident(s) (if known):**

**10. Location of incident(s):**

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature Signed on (Date)

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

|  |  |
| --- | --- |
| **Emergency Solutions Grants (“ESG”) Subrecipient:** | **ESG Contract No:** |
| **Applicant/Program Participant Name:** |  |

**VAWA was reauthorized in 2013, and provides basic protections and rights for applicants and residents receiving rental assistance. The “Notice of Occupancy Rights under the Violence Against Women Act” based on HUD form 5380, and the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking,” HUD form 5382, must be provided to applicants of and Program Participants in the ESG Program.**

|  |  |  |
| --- | --- | --- |
| **Initial Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic**  **Violence, Dating Violence, Sexual Assault, or Stalking” at submission of Application for rental assistance** | | |
| I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and*  “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Applicant Signature |  | Date of Application |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *Prior to Execution of a Rental Assistance Agreement with ESG Subrecipient*** | | |
| I have been approved to receive ESG rental assistance and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Rental Assistance Agreement |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *at notification of Eviction or Termination of Assistance*** | | |
| I am being evicted or my ESG rental assistance is terminating and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Eviction/Non Renewal of Lease |

|  |  |  |
| --- | --- | --- |
| **Receipt of “Notice of Occupancy Rights under the Violence Against Women Act” and “Certification of Domestic Violence,**  **Dating Violence, Sexual Assault, or Stalking” *at Annual Recertification of ESG certification or upon lease renewal*** | | |
| I am renewing my ESG rental assistance, or my lease is being renewed, and I have received, read, and understand the *“Notice of Occupancy Rights under the Violence Against Women Act” and* “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*” (HUD Form 5382).* | | |
| Participant Signature |  | Date of Lease Renewal |

|  |  |  |
| --- | --- | --- |
| *Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.* | | |
| SimpleSeal BLACK med res.jpg | **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711 Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us/) | Eq Hsng logo transparant |

**ESG Homelessness Prevention & Rapid Re-housng**

**Financial Assistance Calculation Form**

Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. **This form must be prepared every three months during the time in which the household receives financial assistance.**

Head of Household : HMIS ID:

Assessment date: Staff:

* First financial assistance calculation  Reassessment of financial assistance

1. **GENERAL**

Enter the information below from the budget and assets form to determine the amount of financial assistance Combined Household income: (from application) Rent: (from lease)

Income minus Rent: **\* Percent of income for rent without subsidy**:

Total Expenses (from budget)

* **Difference between income and expenses**:
* **Current Assets:** (from application)

***Use information indicated with \* to determine financial assistance below***

1. **SECURITY DEPOSIT** (skip if not applicable)

New residence requires a Security Deposit of: (This may include up to two months rent if required as deposit but should not include first month’s rent in this calculation. Assistance with First month’s rent should be part of the Rental Assistance in section C. below)

Based on income and assets, ***household will make:***

* No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the security deposit of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:**

1. **UTILITY DEPOSIT** (cross through and skip if not applicable)

To receive utilities at the new residence, one or more utility companies require a Utility Deposit of:

Utility: Required Deposit:

Utility: Required Deposit:

Utility: Required Deposit:

Based on income and assets, ***household will make:***

* No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the security deposit of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:**

1. **SHORT OR MEDIUM TERM RENTAL ASSISTANCE** (cross through and skip if not applicable)

Client has no income

* Program will pay 100% of the rent for up to three months or until a change in income occurs Household has income and will make payments to the landlord of:
  + 50% of the rent. Amount:
  + 50% of their income toward the rent: Amount
  + Another amount: (Requires supervisor or recipient approval.)

Authorized Approval:

* Household is awaiting an anticipated permanent subsidy and will pay 30% of their income for rent:

Subsidy anticipated: Date anticipated:

**Program will make a monthly rental assistance payment of $** (Rent minus client contribution) for up to three months or until a change in income occurs. Projected length of rental assistance: months.

1. **PREVENTION ARREARS** (skip if not applicable)

Household owes in rental arrears. (From documentation of rent arrears. The document must be dated within the same month that the application is being considered or proof of rent payment must be provided.)

Based on income and assets available, ***Household will make:***

* No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the arrears of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)
* A monthly payment toward the arrears of: Payment agreement negotiated with landlord. ( budget indicates disposable income available for a payment or household has a housing subsidy.)

29

**Program will make a payment on behalf of household of:**

Note Program will not pay more than three months or $3,000 in rental arrears.

1. **UTILITY ARREARS** (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes in past utility arrears (from documentation of utility arrears) Based on income and assets available, ***Household will make:***

* No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than $500.)
* A one-time payment toward the arrears of: (household has assets of greater than $500 and/or budget indicates disposable income available for a payment.)
* A monthly payment toward the arrears of: Payment agreement negotiated with landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

**Program will make a payment on behalf of household of**

1. **FINANCIAL ASSISTANCE AGREEMENT**

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: (not later than 3 months from first expected payment.)

Participant Signature: Date:

Case Manager/Housing Specialist Signature: Date:

(Attach this agreement to a copy of lease and rental assistance agreement and, if past due rent or utilities, a copy of a record from the landlord/leasor or utility company indicating the amount of arrears.)

ESG RENT REASONABLENESS CHECKLIST AND CERTIFICATION

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. 24 CFR 574.320 (a)(3). Fair Market Rent Calculator: <https://www.huduser.gov/portal/datasets/fmr.html>

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ESG Client HMIS/Comparable Database # | Proposed Unit | Unit #1 | Unit #2 | Unit #3 |
| Address |  |  |  |  |
| Number of Bedrooms |  |  |  |  |
| Square Feet |  |  |  |  |
| Type of Unit/Construction |  |  |  |  |
| Housing Condition |  |  |  |  |
| Location/Accessibility |  |  |  |  |
| Amenities |  |  |  |  |
| Age in Years |  |  |  |  |
| Utilities (Included & type) |  |  |  |  |
| Unit Rent |  |  |  |  |
| Utility Allowance: Utility allowance schedule applicable to voucher programs administered by the Public Housing Authority serving the area |  |  |  |  |
| Handicap Accessible? |  |  |  |  |
| Most Recently Charged Rent for Proposed Unit |  | Reason for  Change (if any) |  | |

I certify that I am not a HUD certified inspector and I have evaluated the property located at the above address to the best of my ability and find the following:

CERTIFICATION:

1. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed Fair Market Rent of $ .

1. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit IS IS NOT reasonable.

Name: Signature: Date:

**ESG Lead-Based Paint Visual Assessment**

All units in which ESG program participants reside are subject to LBP requirements. Individuals completing this form must complete the online HUD training: <http://www.hud.gov/ofices/lead/training/visualassessment/h00101.htm>

Program Participant Name: Property Address: Property Owner Name:

Check all that apply:

* Property was built after 1978
* Year Property Built:
* No child under 6 lives with program participant
* Property is zero bedrooms, SRO housing, elderly housing
* Property has been tested and determined to not contain LBP (attach documentation)
* Property has had LBP hazards removed (attach documentation)

If any items are checked above, no Visual Assessment is required. Please include signatures of participant and agency, and date. If no items are checked above – Visual Assessment required

* Interior: Is there any peeling, chipping, chalking or cracking paint?
* Interior: Deterioration exceeds the de minimis level?
* Exterior: Is there any peeling, chipping, chalking or cracking paint?
* Exterior: Deterioration exceeds the de minimis level?
* Common Areas: Is there any peeling, chipping, chalking or cracking paint?
* Common Areas: Deterioration exceeds the de minimis level?

Describe any action taken:

Program Participant: Date:

Program Staff Person: Date:

**Protect Your Family From Lead in Your Home**

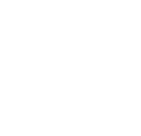


United States Environmental Protection Agency



January 2020

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

310

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

* How lead gets into the body
* How lead afects health
* What you can do to protect your family
* Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

* Sellers must disclose known information on lead-based paint or lead- based paint hazards before selling a house.
* Real estate sales contracts must include a specifc warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
* Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take efect. Leases must include a specifc warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

* Read EPA’s pamphlet, *The Lead-Safe Certifed Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



**Simple Steps to Protect Your Family from Lead Hazards**

If you think your home has lead-based paint:

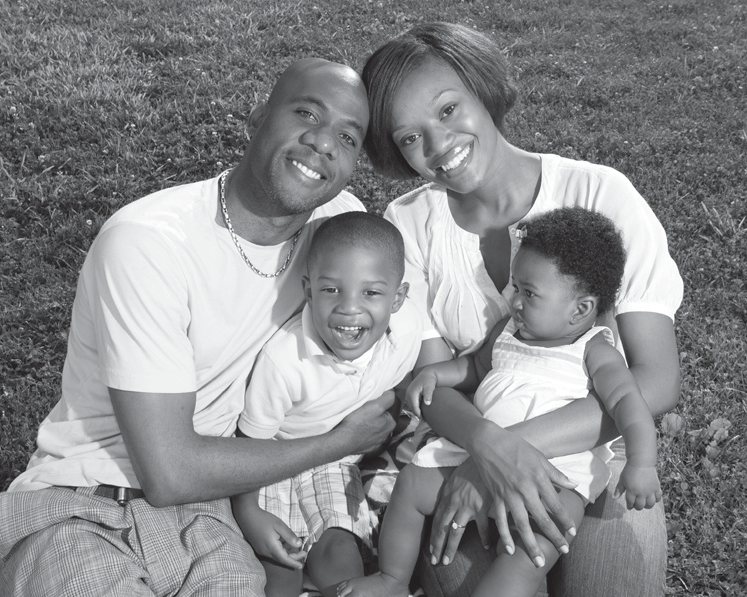
* + Don’t try to remove lead-based paint yourself.
  + Always keep painted surfaces in good condition to minimize deterioration.
  + Get your home checked for lead hazards. Find a certifed inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
  + Talk to your landlord about fxing surfaces with peeling or chipping paint.
  + Regularly clean foors, window sills, and other surfaces.
  + Take precautions to avoid exposure to lead dust when remodeling.
  + When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe certifed renovation frms.
  + Before buying, renting, or renovating your home, have it checked for lead-based paint.
  + Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
  + Wash children’s hands, bottles, pacifers, and toys often.
  + Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
  + Remove shoes or wipe soil of shoes before entering your house.

##### Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

* Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
* Swallow lead dust that has settled on food, food preparation surfaces, and other places.
* Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

* At this age, children’s brains and nervous systems are more sensitive to the damaging efects of lead.
* Children’s growing bodies absorb more lead.
* Babies and young children often put their hands

and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

* Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

**Lead afects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:** Brain Nerve Damage



* Nervous system and kidney damage
* Learning disabilities, attention-defcit disorder, and decreased intelligence
* Speech, language, and behavior problems
* Poor muscle coordination
* Decreased muscle and bone growth
* Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating efects on children, including

Slowed Growth

Digestive Problems

Reproductive Problems (Adults)

Hearing Problems

seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

* Harm to a developing fetus
* Increased chance of high blood pressure during pregnancy
* Fertility problems (in men and women)
* High blood pressure
* Digestive problems
* Nerve disorders
* Memory and concentration problems

##### Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

* Children at ages 1 and 2
* Children or other family members who have been exposed to high levels of lead
* Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

**Where Lead-Based Paint Is Found**

In general, the older your home or childcare facility, the more likely it has lead-based paint.1

**Many homes, including private, federally-assisted, federally- owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.2

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

* In homes and childcare facilities in the city, country, or suburbs,
* In private and public single-family homes and apartments,
* On surfaces inside and outside of the house, and
* In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

1 “Lead-based paint” is currently defned by the federal government as paint with

lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm2), or more than 0.5% by weight.

2 “Lead-containing paint” is currently defned by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

##### Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

* On windows and window sills
* Doors and door frames
* Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition

and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on

surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defnes the following levels of lead in dust as hazardous:

* 10 micrograms per square foot (μg/ft2) and higher for foors, including carpeted foors
* 100 μg/ft2 and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defnes the following levels of lead in soil as hazardous:

* 400 parts per million (ppm) and higher in play areas of bare soil
* 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to fnd out if paint, dust, or soil lead hazards exist is to

##### Checking Your Home for Lead

You can get your home tested for lead in several diferent ways:

* A lead-based paint **inspection** tells you if your home has lead- based paint and where it is located. It won’t tell you whether your home currently has lead hazards. A trained and certifed testing professional, called a lead-based paint

inspector, will conduct a paint inspection using methods, such as:

* + Portable x-ray fuorescence (XRF) machine
  + Lab tests of paint samples
* A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certifed testing professional, called a risk assessor, will:
  + Sample paint that is deteriorated on doors, windows, foors, stairs, and walls
  + Sample dust near painted surfaces and sample bare soil in the yard
  + Get lab tests of paint, dust, and soil samples
* A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

##### Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certifed renovators (see page 12) may:

* Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certifed lead-based paint inspector or risk assessor
* Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
* Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and efectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.3

3 Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

##### What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family’s risk:

* If you rent, notify your landlord of peeling or chipping paint.
* Keep painted surfaces clean and free of dust. Clean foors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
* Carefully clean up paint chips immediately without creating dust.
* Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
* Wash your hands and your children’s hands often, especially before they eat and before nap time and bed time.
* Keep play areas clean. Wash bottles, pacifers, toys, and stufed animals regularly.
* Keep children from chewing window sills or other painted surfaces, or eating soil.
* When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe Certifed renovation frms (see page 12).
* Clean or remove shoes before entering your home to avoid tracking in lead from soil.
* Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

##### Photo of woman shaking contractor hand Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

* In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead- contaminated soil. These actions are

not permanent solutions and will need ongoing attention.

* You can minimize exposure to lead

when renovating, repairing, or painting by hiring an EPA- or state- certifed renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.

* To remove lead hazards permanently, you should hire a certifed lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certifed contractor who is trained to address lead hazards safely.

* Hire a Lead-Safe Certifed frm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
* To correct lead hazards permanently, hire a certifed lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certifed contractors will employ qualifed workers and follow strict safety rules as set by their state or by the federal government.

##### Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

* 40 micrograms per square foot (μg/ft2) for foors, including carpeted foors
* 250 μg/ft2 for interior windows sills
* 400 μg/ft2 for window troughs

For help in locating certifed lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

##### Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

* Be a Lead-Safe Certifed frm approved by EPA or an EPA-authorized state program
* Use qualifed trained individuals (Lead-Safe Certifed renovators) who follow specifc lead-safe work practices to prevent lead contamination
* Provide a copy of EPA’s lead hazard information document, *The Lead-Safe Certifed Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

* **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
* **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead- contaminated dust that their use is prohibited. They are:
  + Open-fame burning or torching
  + Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  + Using a heat gun at temperatures greater than 1100°F
* **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
* **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA’s requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certifed Guide to*323

##### Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fxtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can’t smell or taste lead in drinking water.

To fnd out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

* Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
* Before drinking, fush your home’s pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
* Regularly clean your faucet’s screen (also known as an aerator).
* If you use a flter certifed to remove lead, don’t forget to read the directions to learn when to change the cartridge. Using a flter after it has expired can make it less efective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area’s water company can also provide information about the lead levels in your system’s drinking water.

For more information about lead in drinking water, please contact EPA’s Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to fnd out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA’s lead in drinking water information. Some states or utilities ofer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY

##### Other Sources of Lead, continued

* **Lead smelters** or other industries that release lead into the air.
* **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.
* **Hobbies** that use lead, such as making pottery or stained glass, or refnishing furniture. Call your local health department for information about hobbies that may use lead.
* Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children’s products may have parts that contain lead.4
* Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
* Folk remedies, such as **“greta”** and **“azarcon,”** used to treat an upset stomach.

4 In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products.

##### For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](https://www.hud.gov/lead), or call **1-800-424-LEAD (5323).**

EPA’s Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC’s website at [cpsc.gov](http://cpsc.gov/) or [saferproducts.gov](http://saferproducts.gov/).

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead- based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on fnding

a lead abatement frm in your area, and on possible sources of fnancial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll- free Federal Relay Service at **1-800-877-8339**.

##### U. S. Environmental Protection Agency (EPA) Regional Ofces

The mission of EPA is to protect human health and the environment. Your Regional EPA Ofce can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact

U.S. EPA Region 1

5 Post Ofce Square, Suite 100, OES 05-4

Boston, MA 02109-3912

(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact

U.S. EPA Region 2

2890 Woodbridge Avenue

Building 205, Mail Stop 225

Edison, NJ 08837-3679

(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact

U.S. EPA Region 3 1650 Arch Street

Philadelphia, PA 19103

(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact

U.S. EPA Region 4

AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW

Atlanta, GA 30303

(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact

U.S. EPA Region 5 (LL-17J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact

U.S. EPA Region 6

1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733

(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska) Regional Lead Contact

U.S. EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219 (800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact

U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact

U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street

San Francisco, CA 94105 (415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact

U.S. EPA Region 10 (20-C04)

Air and Toxics Enforcement Section

1200 Sixth Avenue, Suite 155

Seattle, WA 98101

(206) 553-1200

##### Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**

4330 East West Highway Bethesda, MD 20814-4421

1-800-638-2772

[cpsc.gov](http://cpsc.gov/) or [saferproducts.gov](http://saferproducts.gov/)

**U. S. Department of Housing and Urban Development (HUD)**

HUD’s mission is to create strong, sustainable, inclusive communities and quality afordable homes for all. Ofce of Lead Hazard Control and Healthy Homes for further information

regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000

(202) 402-7698

[hud.gov/lead](https://www.hud.gov/lead)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientifc and technical understanding of the issues presented and is refective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460 EPA-747-K-12-001

U. S. CPSC Bethesda MD 20814 January 2020

U. S. HUD Washington DC 20410

## IMPORTANT!

##### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

* Children under 6 years old are most at risk for lead poisoning in your home.
* Lead exposure can harm young children and babies even before they are born.
* Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
* Even children who seem healthy may have dangerous levels of lead in their bodies.
* Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
* People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
* People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

329

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

Lessor’s Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

1. Records and reports available to the lessor (check (i) or (ii) below):
   1. Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

1. Lessee has received copies of all information listed above.
2. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent’s Acknowledgment (initial)

1. Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lessor | Date |  | Lessor | Date |
| Lessee | Date |  | Lessee | Date |
| Agent | Date |  | Agent | Date |

330

Form **W-9** (Rev. November 2017) Department of the Treasury Internal Revenue Service

##### Request for Taxpayer Identification Number and Certification

a **Go to** [***www.irs.gov/FormW9***](http://www.irs.gov/FormW9) **for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2. Business name/disregarded entity name, if different from above
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

**Print or type.**

See **Specific Instructions** on page 3.

1. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Individual/sole proprietor or single-member LLC

C Corporation S Corporation Partnership Trust/estate

Exempt payee code (if any)

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) a

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) a

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

1. Address (number, street, and apt. or suite no.) See instructions. Requester’s name and address (optional)
2. City, state, and ZIP code
3. List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

**– –**

**or**

**Employer identification number**

**Part II Certification**

**–**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

**Signature of**

**U.S. person** a

**Date** a

##### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [*www.irs.gov/FormW9.*](http://www.irs.gov/FormW9)

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)
  + Form 1099-DIV (dividends, including those from stocks or mutual funds)
  + Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  + Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  + Form 1099-S (proceeds from real estate transactions)
  + Form 1099-K (merchant card and third party network transactions)
  + Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  + Form 1099-C (canceled debt)
  + Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

Cat. No. 10231X Form **W-**3**9**3(R1ev. 11-2017)

Form W-9 (Rev. 11-2017) Page **2**

By signing the filled-out form, you:

* 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

* + - An individual who is a U.S. citizen or U.S. resident alien;
    - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
    - An estate (other than a foreign estate); or
    - A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your

U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

* + - In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
    - In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
    - In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form

* 1. a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**Backup Withholding**

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

* + 1. You do not furnish your TIN to the requester,
    2. You do not certify your TIN when required (see the instructions for Part II for details),
    3. The IRS tells the requester that you furnished an incorrect TIN,
    4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
    5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

**What is FATCA Reporting?**

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form

* 1. for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Form W-9 (Rev. 11-2017) Page **3**

|  |  |
| --- | --- |
| **IF the entity/person on line 1 is a(n) . . .** | **THEN check the box for . . .** |
| * Corporation | Corporation |
| * Individual * Sole proprietorship, or * Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single- member LLC |
| * LLC treated as a partnership for   U.S. federal tax purposes,   * LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or * LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| * Partnership | Partnership |
| * Trust/estate | Trust/estate |

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

##### Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

* + 1. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the

name you entered on the Form 1040/1040A/1040EZ you filed with your application.

* + 1. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.
    2. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
    3. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
    4. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

* + Generally, individuals (including sole proprietors) are not exempt from backup withholding.
  + Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
  + Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
  + Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities 3—A state, the District of Columbia, a U.S. commonwealth or

possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

Form W-9 (Rev. 11-2017) Page **4**

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

|  |  |
| --- | --- |
| **IF the payment is for . . .** | **THEN the payment is exempt for . . .** |
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over  $5,0001 | Generally, exempt payees 1 through 52 |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross

proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or

possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [*www.SSA.gov*.](http://www.SSA.gov/) You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [*www.irs.gov/Businesses*](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [*www.irs.gov/Forms*](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [*www.irs.gov/OrderForms*](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

Form W-9 (Rev. 11-2017) Page **5**

|  |  |
| --- | --- |
| **For this type of account:** | **Give name and EIN of:** |
| 1. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments 2. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The public entity  The trust |

* + - 1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
      2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
      3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
      4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
      5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

2 Circle the minor’s name and furnish the minor’s SSN.

3 You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

|  |  |
| --- | --- |
| **For this type of account:** | **Give name and SSN of:** |
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on  the account1 |
| 3. Two or more U.S. persons  (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor² |
| 5. a. The usual revocable savings trust (grantor is also trustee)  b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee1 The actual owner1 |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor\* |
| **For this type of account:** | **Give name and EIN of:** |
| 1. Disregarded entity not owned by an individual 2. A valid trust, estate, or pension trust 3. Corporation or LLC electing corporate status on Form 8832 or Form 2553 4. Association, club, religious, charitable, educational, or other tax- exempt organization 5. Partnership or multi-member LLC 6. A broker or registered nominee | The owner |
| Legal entity4 |
| The corporation |
| The organization |
| The partnership |
| The broker or nominee |

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

* + Protect your SSN,
  + Ensure your employer is protecting your SSN, and
  + Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Form W-9 (Rev. 11-2017) Page **6**

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [*phishing@irs.gov.*](mailto:phishing@irs.gov) You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [*spam@uce.gov*](mailto:spam@uce.gov) or report them at [*www.ftc.gov/complaint.*](http://www.ftc.gov/complaint) You can contact the FTC at [*www.ftc.gov/idtheft*](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [*www.IdentityTheft.gov*](http://www.IdentityTheft.gov/)and Pub. 5027.

Visit [*www.irs.gov/IdentityTheft*](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Purpose of this form:** This form serves as a request by Tenant and Landlord for Administrator to calculate utility allowances and inspect the rental unit selected for occupancy by Tenant. This form must be completed and signed by both Landlord and Tenant.

**Instructions to Tenant:** By signing this form, you are requesting Administrator to perform rent reasonable testing and to inspect the rental unit you selected to ensure that it complies with federal Habitability Standards before ESG assistance is provided.

**Tenant Name: Tenant Signature**::

|  |  |
| --- | --- |
|  |  |
| **ESG Administrator:** |  |
| **ESG Administrator Address:** | **Phone: FAX:** |
| **Unit Address:** | **Number of Bedrooms:** |
| **Landlord Name:** | |
| **Landlord Address:** | **Phone: FAX:** |

Date:

**Instructions to Landlord:** By signing this form, you are providing unit type, utility information, and consenting to inspection of your rental unit by ESG Administrator to ensure its compliance with Minimum Habitability Standards. ESG Administrator is not responsible for payment of any portion of the rent prior to approval of the rental unit and inspection. Please complete and sign this form, attach a copy of the proposed Lease, and return to ESG Administrator. You will be contacted by ESG Administrator to arrange a time for inspection of the rental unit.

1. Type of Unit: Single family dwelling Multi-family (apartment

community) Manufactured Housing Duplex

1. Year Constructed:
2. Landlord to fill out the following chart completely:
3. Most recent monthly rent charged for unit:

$ .

1. Did the most recent rent charged for this unit include the same utilities and/or appliances being provided to the proposed assisted Tenant? Yes No

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of**  **Utility or Appliance** | **Fuel Type** | | | | | **Provided By** |
| Heating | Gas |  | Electric |  |  | Landlord Tenant |
| Cooking | Gas |  | Electric |  |  | Landlord Tenant |
| Water Heating | Gas |  | Electric |  |  | Landlord Tenant |
| Water, Sewer | N/A | | | | | Landlord Tenant |
| Refrigerator | N/A | | | | | Landlord Tenant |
| Range | N/A | | | | | Landlord Tenant |
| Trash | N/A | | | | | Landlord Tenant |

**Landlord’s Certification:** By signing below, Landlord authorizes ESG Administrator to inspect the above-referenced rental unit selected by Tenant. Landlord certifies that: (1) the information provided on this form is accurate and true; and (2) this unit is made available, managed, and operated without regard to Tenant’s race, color, national origin, religion, gender, handicap, or familial status.

Signature of Landlord: Date:

Rental Assistance Agreement between ESG Subrecipient and Landlord Emergency Solutions Grants Program (ESG)

**This Agreement covers ESG Tenant-Based Rental Assistance**

**(Contact the Texas Department of Housing and Community Affairs if Project-based)**

|  |  |
| --- | --- |
| ***ESG Subrecipient:*** | ***Contract Number:*** |
| ***Tenant Name:*** | |
| ***Address of Unit being Rented:*** | |
| ***Name of apartment complex, as applicable:*** | |
| ***Landlord Name:*** | |
| ***Landlord Address:*** | ***Phone:*** |

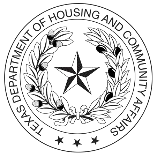
This Rental Assistance Agreement applies only to the above-referenced Tenant household and rental unit.

*Assistance under the ESG Rental Assistance Program is not guaranteed. Assistance will be terminated if:*

* + *At any re-examination Tenant’s income is greater than the published income limit for the program; or*
  + *Tenant is evicted from the assisted unit; or*
  + *Tenant moves out of the assisted unit; or*
  + *Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate.*

*In the event of termination of rental assistance, the ESG Subrecipient will provide at least thirty (30) days notice to Tenant.*

Please note: The Rental Assistance Agreement does not take the place of the lease between the landlord and the tenant.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711 Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us/)

*Reasonable accommodations will be made for persons with disabilities.*

*Language assistance will be made available for persons with limited English proficiency.*

**Rental Assistance Agreement**

***ESG Rental Assistance***

1. Terms of Agreement

The term of this Rental Assistance Agreement begins on and ends on .

1. Rental Application Fee

ESG Subrecipient will pay a Rental Application Fee to Landlord in the amount of $ .

1. Security Deposit
   1. ESG Subrecipient will pay a Security Deposit to Landlord in the amount of $ .
   2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated .
   3. Landlord will comply with state and local laws regarding interest earned on Security Deposits. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
   4. Landlord will immediately notify ESG Subrecipient when Tenant has moved out from the rental unit.
2. Utility Deposit
   1. If utilities, to include as applicable electricity, gas, water and sewer, are included as part of the rental payment, ESG Subrecipient will pay a Utility Deposit to the Landlord as required in the amount of $ .
   2. The Landlord will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the Landlord may use the Utility Deposit as reimbursement for amounts owed to Landlord for utilities. After deducting the amounts owed, the Landlord will promptly refund the full amount of any remaining Utility Deposit balance to ESG Subrecipient.
   3. If utilities are not included as part of the rental payment, ESG Subrecipient will pay a Utility Deposit directly to the utility provider as required.
3. Rental Arrears

ESG Subrecipient will pay Rental Arrears to Landlord in the amount of $ .

1. Rent Restrictions and Amounts Payable by Administrator
   1. *Rent Restrictions.* Rental Assistance may not be provided for a housing unit, unless the total rent for the unit does not exceed the fair market rent established by HUD, as provided under 24 C.F.R §982.503, or as has otherwise been approved by TDHCA in writing. and complies with HUD’s standard of rent reasonableness, as established under 24 C.F.R 982.507 ESG Subrecipient must maintain written documentation evidencing compliance with rent restrictions.
   2. *Monthly Rent.* The monthly rent payable to Landlord by ESG Subrecipient for the term of this Rental Assistance Agreement is $ .

Of this amount, the Tenant-Paid Portion is $ and the amount to be paid by the ESG Subrecipient is

$ .

* 1. *Payment Due Date*. As stated in the Tenant’s lease:
     1. The payment due date is .
     2. The grace period for payment is .
     3. Late payment penalty requirements are . ESG Subrecipient will not use ESG program funds to pay late payment penalty costs.
  2. *Rent Adjustments.* With no less than sixty (60) days notice to ESG Subrecipient, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Assistance Agreement. The proposed rent may be rejected by ESG Subrecipient. ESG Subrecipient may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Assistance Agreement.
  3. Neither ESG Subrecipient nor TDHCA nor the United States Department of Housing and Urban Development HUD) assumes any obligation for payment of any claim by Landlord against Tenant. ESG Subrecipient’s obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Assistance Agreement.
  4. *Payment Conditions.* The right of Landlord to receive payments under this Rental Assistance Agreement will be subject to compliance with all the provisions of the Rental Assistance Agreement. *Landlord agrees that the endorsement on the check or acceptance via direct deposit will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:*
     1. The rental unit is in decent, safe, and sanitary condition in compliance with Minimum Habitability Standards (MHS) and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease;
     2. The Contract unit is leased to and occupied by Tenant;
     3. Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Assistance Agreement; and
     4. To the best of Landlord’s knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

1. Minimum Habitability Standards (MHS) and Landlord-Provided Services
   1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 C.F.R Section 576.403(c), and provide all of the services, maintenance and utilities agreed to in the Lease.
   2. ESG Subrecipient and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with MHS, and that required maintenance, services and utilities are provided.
   3. If ESG Subrecipient and/or TDHCA determine that Landlord is not meeting these obligations, ESG Subrecipient and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of the rent and/or terminate this Rental Assistance Agreement.
2. Lead-Based Paint
   1. All housing constructed before 1978 is affected by Lead-Based Paint (“LBP”) regulations.
   2. Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet “Protect Your Family from Lead in Your Home”, available in English, Spanish and other languages, as appropriate at http://portal.hud.gov/hudportal/HUD?src=/program\_offices/healthy\_homes/healthyhomes/lead
   3. Disclosure: Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” (available at <http://www.hud.gov/offices/cpd/affordablehousing/training/web/leadsafe/usefulforms/>) and obtaining Tenant’s initials and signature(s) in the appropriate sections.
   4. If potential lead hazards have been identified and lead hazard reduction activities have not been accomplished, or if the Landlord is not able to certify that no lead hazards exist, then ESG Subrecipient shall not enter into a Rental Assistance Agreement with the Landlord.
3. Violence Against Women Act (VAWA) Protections
   1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
   2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
   3. The Landlord must permit the tenant to terminate the lease without penalty if the ESG Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).
4. Termination of Tenancy

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify ESG Subrecipient in writing when eviction proceedings are begun and must provide the ESG Subrecipient a copy of any notice to the Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the Tenant. Landlord will provide ESG Subrecipient with a copy of the required notices to Tenant.

1. Fair Housing Requirements
   1. *Non-discrimination.* Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, disability, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, HUD, and ESG Subrecipient, any of which will be entitled to affect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
   2. *Cooperation in Quality Opportunity Compliance Reviews.* Landlord will comply with ESG Subrecipient, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.
2. ESG Subrecipient and HUD Access to Landlord Records
   1. Landlord will provide any information pertinent to this Rental Assistance Agreement which ESG Subrecipient, TDHCA, or HUD may reasonably require.
   2. Landlord will permit ESG Subrecipient, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Assistance Agreement.
3. Rights of ESG Subrecipient if Landlord Breaches the Rental Assistance Agreement
   1. Any of the following will constitute a breach of this Rental Assistance Agreement:
      1. If Landlord has violated any obligation under this Rental Assistance Agreement; or
      2. If Landlord has demonstrated any intention to violate any obligation under this Rental Assistance Agreement; or
      3. If Landlord has committed any fraud or made any false statement in connection with this Rental Assistance Agreement, or has committed fraud or made any false statement in connection with any federal housing assistance program.
   2. ESG Subrecipient’s rights and remedies under this Rental Assistance Agreement include recovery of overpayments, termination or reduction of payments, and termination of the Rental Assistance Agreement. If ESG Subrecipient determines that a breach has occurred, ESG Subrecipient may exercise any of its rights or remedies under this Rental Assistance Agreement. ESG Subrecipient will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by ESG Subrecipient to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
   3. Any remedies employed by ESG Subrecipient in accordance with this Rental Assistance Agreement will be effective as provided in a written notice by ESG Subrecipient to Landlord. ESG Subrecipient’s exercise or non- exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.
4. ESG Subrecipient’s Relation to Third Parties
   1. ESG Subrecipient does not assume any responsibility for, or liability to, any person injured as a result of Landlord’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.
   2. Landlord is not the agent of ESG Subrecipient and this Rental Assistance Agreement does not create any relationship between ESG Subrecipient and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Assistance Agreement.
   3. Nothing in this Rental Assistance Agreement will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Assistance Agreement or to assess any claim against HUD, ESG Subrecipient, or Landlord under this Rental Assistance Agreement.
5. Conflict of Interest Provision

No employee of ESG Subrecipient who formulates policy or influences decisions with respect to the ESG Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the ESG Rental Assistance Program, will have any direct or indirect interest during this person’s tenure or for one year thereafter, in this Rental Assistance Agreement or in any proceeds or benefits arising from the Rental Assistance Agreement or to any benefits which may arise from it.

1. Transfer of the Contract

Landlord will not transfer this Rental Assistance Agreement in any form.

1. Entire Agreement: Interpretation
   1. This Rental Assistance Agreement contains the entire agreement between Landlord and ESG Subrecipient. No changes in this Rental Assistance Agreement will be made except in writing signed by both Landlord and ESG Subrecipient.
   2. This Rental Assistance Agreement will be interpreted and implemented in accordance with HUD requirements.
2. Warranty of Legal Capacity and Condition of Unit
   1. Landlord warrants:
      1. The rental unit is in decent, safe, and sanitary condition as defined in 24 C.F.R. Section 576.403(c) and in compliance with MHS; and
      2. Landlord has the legal right to lease the dwelling unit covered by this Rental Assistance Agreement during the Rental Assistance Agreement term.
   2. The party, if any, executing this Rental Assistance Agreement on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

***Notice to Rental Assistance Tenants:***

*To be eligible to receive rental assistance through the ESG Rental Assistance Program, Tenant must participate in a case management program which is authorized and/or conducted by the ESG Subrecipient. Rental assistance provided through the ESG Rental Assistance Program is limited to a maximum of twenty-four (24) months over a three-year (3) period. Rental Assistance will not be provided to a Tenant receiving another type of rental assistance through other public sources.*

*Tenant’s Initials:*

Signature of Tenant: Date:

**Signature of Tenant: Date:**

**Signature of Landlord: Date:**

**Signature of ESG Subrecipient’s Authorized Representative: Date:**

**and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or**

**entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than $10,000 or imprisoned for not more than five years, or both.**

**Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly**

**WARNING:**

**ESG Rapid Rehousing and Prevention Financial Assistance Tracker**

**HMIS/DV ID Number: Client Name**

This tool is to track financial services provided to household by the ESG program under the Rapid Rehousing and Homelessness Prevention activities. This form is to be included in client files and utilized to support reimbursements requested via requisition submission.

|  |
| --- |
| **List of ESG Reimbursable Expenses** |
| Rent application fees |
| Security Deposit |
| On-going Monthly Rent |
| Last Month’s Rent |
| Rent Arrears |
| Utility Deposits |
| Utility Arrears |
| On-going Monthly Utility Bills |
| Moving Costs |
| Other: |

**\*Note: Please refer to the ESG CFR for detailed**

**guidance on allowable expenses for RRH and Prevention**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Payment Date** | **Check Number** | **Payee** | **Financial Assistance Type** | **Amount** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Project Exit Assessment – Rapid Re-housing**

This form should be used for every client exiting Rapid Re-Housing Housing Projects. (children pages 1-2; all adults pages 1-4; heads of household pages 1-5)

ANSWER FOR ALL HOUSEHOLD MEMBERS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE OF PROJECT EXIT** | | | | | | | | | |
|  |  | **/** |  |  | **/** |  |  |  |  |

Month Day Year

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIENT NAME** |  | **HMIS CLIENT ID - For HMIS Users only** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **REASON FOR LEAVING – Why is the client leaving this project?** | |
|  | Completed program |
|  | Criminal activity / violence |
|  | Death |
|  | Disagreement with rules/persons |
|  | Left for housing opp. before completing program |
|  | Needs could not be met |
|  | Does not or no longer qualifies for program |
|  | Non-compliance with program |
|  | Non-payment of rent |
|  | Other (specify): |
|  | Reached maximum time allowed |
|  | Unknown/Disappeared |

|  |  |  |
| --- | --- | --- |
| **DESTINATION - Where will the client stay/sleep immediately after leaving this project?** | | |
| **Homeless** |  | Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside) |
|  | Emergency shelter, including hotel or motel paid for *with* emergency shelter voucher, or RHY-funded Host Home shelter |
| **Institutional** |  | Foster care home or foster care group home |
|  | Hospital or other residential non-psychiatric medical facility |
|  | Jail, prison, or juvenile detention facility |
|  | Long-term care facility or nursing home |
|  | Psychiatric hospital or other psychiatric facility |
|  | Substance abuse treatment facility or detox center |
| **Temporary and Permanent** |  | Residential project or halfway house with no homeless criteria |
|  | Hotel or motel paid for *without* emergency shelter voucher |
|  | Transitional housing for homeless persons (including homeless youth) |
|  | Host Home (non-crisis) |
|  | Staying or living in friends, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, temporary tenure (e.g. room, apartment or house) |
|  | Staying or living with family, permanent tenure |

|  |  |  |
| --- | --- | --- |
|  |  | Staying or living in friends, permanent tenure |
|  |  | Moved from one HOPWA funded project to HOPWA PH |
|  |  | Moved from one HOPWA funded project To HOPWA TH |
|  |  | Rental by client, with GPD TIP housing subsidy |
|  |  | Rental by client, with VASH housing subsidy |
| **Temporary** |  | Permanent housing (other than RRH) for formerly homeless persons |
| **and** |
|  | Rental by client, with RRH or equivalent subsidy |
| **Permanent** |
|  | Rental by client, with HCV voucher (tenant or project based) |
| **(cont.)** |
|  |  | Rental by client in a public housing unit |
|  |  | Rental by client, no ongoing housing subsidy |
|  |  | Rental by client, with other ongoing housing subsidy |
|  |  | Owned by client, no ongoing housing subsidy |
|  |  | Owned by client, with ongoing housing subsidy |
| **Other** |  | No exit interview completed |
|  | Other (specify): |
|  | Deceased: |
|  | Client doesn’t know |
|  | Client refused |
|  | Data not collected |

**NOTES – Reason or Destination details**

|  |  |
| --- | --- |
| **TX COUNTY OF SERVICE**  **In which TX county is this client receiving your project’s services?** |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DISABILITY STATUS - Does the client have a disabling condition?** | | | | | | | | | | | | | |
|  | Yes |  |  | No |  |  | Client doesn’t know | |  | Client refused |  | | Data not collected |
|  | | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each disability type (in white).**  If the client selects ‘Yes’ for any disability type, you must also complete the shaded sections below. | | | | | | | | | | | | | |
| **Disability Type** | | **Yes** | | **No** | **Disability Determination** | | | **Expected to be of long-continued and indefinite duration and**  **substantially impairs client’s ability to live independently?** | | | | **Start Date (MM/DD/YYYY)** | |
| Physical | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Chronic Health Con | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| HIV/AIDS | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Developmental | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Alcohol Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Both Alcohol & Drug Abuse | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |
| Mental Health Prob. | |  | |  | * Yes No  CDK  CR DNC | | | * Yes No  CDK  CR DNC | | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HEALTH INSURANCE - Is the client currently covered by health insurance?** | | | | | | | | | | | | |
|  | Yes |  | No |  | Client doesn’t know |  |  | Client refused | | |  | Data not collected |
|  | | | | | | | | | | | | |
| **Answer ‘Yes’ or ‘No’ for each health insurance source.**  Answer ‘Yes’ for any source that is currently received.  Answer ‘No’ for sources that have been terminated, even if they were received in the past. If the client selects ‘Yes’ for any insurance type, complete the shaded section below. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Health Insurance Type** | | | | | | **Yes** | | | **No** | **Start Date (MM/DD/YYYY)** | | |
| Medicaid | | | | | |  | | |  |  | | |
| Medicare | | | | | |  | | |  |  | | |
| State Children’s Health Insurance Program (or use local name) | | | | | |  | | |  |  | | |
| Veteran’s Administration (VA) Medical Services | | | | | |  | | |  |  | | |
| Employer-Provided Health Insurance | | | | | |  | | |  |  | | |
| Health insurance obtained through COBRA | | | | | |  | | |  |  | | |
| Private Pay Health Insurance | | | | | |  | | |  |  | | |
| State Health Insurance for Adults | | | | | |  | | |  |  | | |
| Indian Health Services Program | | | | | |  | | |  |  | | |
| Other If Yes, specify source: | | | | | |  | | |  |  | | |

Continued on page 4

ANSWER THESE QUESTIONS FOR HEAD OF HOUSEHOLD AND OTHER ADULTS

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INCOME AND SOURCES - Does the client currently have any income from any source?** | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know |  | Client refused |  |  | Data not collected |
|  | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each income source.**  Answer ‘Yes’ only if the income source is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for sources that have been terminated, even if they were received in the past.  **If the response for any source is ‘Yes’, complete the shaded sections below.**  Enter the start date and monthly amount received. If unsure of the exact amount, enter the client’s best estimate. Children's income (except earned income) can be included under the Head of Household’s information. | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Source of Income** | | | | **Yes** | **No** | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Earned income (i.e., employment income) | | | |  |  | | $ | | |  | | |
| Unemployment Insurance | | | |  |  | | $ | | |  | | |
| Supplemental Security Income (SSI) | | | |  |  | | $ | | |  | | |
| Social Security Disability Income (SSDI) | | | |  |  | | $ | | |  | | |
| VA Service-Connected Disability Compensation | | | |  |  | | $ | | |  | | |
| VA Non-Service-Connected Disability Pension | | | |  |  | | $ | | |  | | |
| Private disability insurance | | | |  |  | | $ | | |  | | |
| Worker’s Compensation | | | |  |  | | $ | | |  | | |
| Temporary Assistance for Needy Families (TANF) | | | |  |  | | $ | | |  | | |
| General Assistance (GA) | | | |  |  | | $ | | |  | | |
| Retirement Income from Social Security | | | |  |  | | $ | | |  | | |
| Pension or retirement income from a former job | | | |  |  | | $ | | |  | | |
| Child support | | | |  |  | | $ | | |  | | |
| Alimony or other spousal support | | | |  |  | | $ | | |  | | |
| Other source: | | | |  |  | | $ | | |  | | |
| **Total monthly income from all sources** | | | | | | | $ | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NON-CASH BENEFITS - Does the client have any non-cash benefits from any source?** | | | | | | | | | | | | | |
|  | Yes |  | No |  |  |  | Client doesn’t know | |  | Client refused |  |  | Data not collected |
|  | | | | | | | | | | | | | |
| **To complete the table below, you must answer ‘Yes’ or ‘No’ for each non-cash benefit.**  Answer ‘Yes’ only if the non-cash benefit is recurrent and received as of today (i.e. not terminated). Answer ‘No’ for non-cash benefit that have been terminated, even if they were received in the past. **If the response for any non-cash benefit is ‘Yes’, complete the shaded section.** | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | |
| **Source of Non-Cash Benefit** | | | | **Yes** | **No** | | | **If yes, monthly amount from source**  **(round to nearest dollar)** | | | **Start Date (MM/DD/YYYY)** | | |
| Supplemental Nutrition Assistance Program (SNAP) | | | |  |  | | | $ | | |  | | |
| Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) | | | |  |  | | | $ | | |  | | |
| TANF Child Care services *(or use local name)* | | | |  |  | | | $ | | |  | | |
| TANF transportation services *(or use local name)* | | | |  |  | | | $ | | |  | | |
| Other TANF-Funded Services *(or use local name)* | | | |  |  | | | $ | | |  | | |
| Other source: | | | |  |  | | | $ | | |  | | |

{Input Agency Name}

**Notification of Termination of ESG Assistance Emergency Shelter & Street Outreach Assistance**

You/your household has violated the terms of your ESG Participation Agreement, signed by

on (date.)

The program violation(s) consist of:

.

The program is hereby advising you that as of / / no further

⬜ Emergency Shelter Stay or Services

⬜ Street Outreach Services

will be provided to you/your household.

(staff signature) (date)

I have reviewed and authorized this notification:

(Supervisor signature) (date)

**Procedure for Due Process:**

If you disagree with this determination, you may request a review of this decision within {input #} of days of the date of this notice by making a request in writing\* to:

{job title}

{Address}

{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, or call a hearing with yourself, agency staff, and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days. A written notice of the final decision will be provided to you.

*\*Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*

{Input Agency Name}

**Notification of Termination of ESG Assistance**

**Rapid Re-housing and Homelessness Prevention Assistance**

You/your household has violated the terms of your ESG Participation Agreement, signed by

on (date.)

The program violation(s) consist of:

. The program is hereby advising you that as of / / no further

⬜ Rapid Re-housing financial assistance

⬜ Rapid Re-housing housing relocation and stabilization services

⬜ Homelessness Prevention financial assistance

⬜ Homelessness Prevention housing relocation and stabilization services will be provided to you/your household.

You/your household will be solely responsible for covering all housing/utility costs as of that date.

(staff signature) (date)

I have reviewed and authorized this notification:

(Supervisor signature) (date)

**Procedure for Due Process:**

If you disagree with this determination, you may request a review of this decision within 10 days of the date of this notice by making a request in writing\* to:

{job title}

{Address}

{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, your landlord, or call a hearing with yourself, agency staff, and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days.

A written notice of the final decision will be provided to you.

*\*Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*

Termination of Assistance

If a program participant is found to be violating program regulations in the ESG Participation Agreement reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services.

Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.

Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor **{Name}** at **{Agency Name}.** This request must be made in writing and must be reviewed within 14 calendar days. A written notice of the final decision will be issued to the participant.

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of **{Insert staff person with this authority}.**

A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402.

Grievance Policy

**{Agency Name}** is required to have a written formal grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision. The grievance policy must include the method by which an applicant would be made aware of the grievance procedure, and the formal process for review and resolution. If a participant household violates program requirements, the subrecipient may terminate assistance in accordance with a formal grievance process established.

**{Agency Name}** grievance policy is required to include:

* A written notice providing a clear statement of reason(s) for termination
* The participant household must be given the opportunity to present information before someone other than the person (or subordinate of that person) making the termination decision.
* A final written notice of the termination decision must be delivered to the participant no later two weeks after a determination is made.
* **{Agency Name}** must keep records to show compliance with ESG program grievance policy requirements.