



**Alliance of Community Assistance
Ministries, Inc.
Homelessness Prevention
Business Rules**

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Attachment A: ESG CARES and HUD Waivers (ESG and ESG CARES) Homelessness Prevention Program Procedure Update (3 pages)

Attachment B: ACAM ESG and ESG CARES Program Services Forms (49 pages)

Introduction

Established in 2004, the Alliance of Community Assistance Ministries, Inc. (ACAM) mission is to advance collaboration for community-wide solutions for thriving nonprofits, neighborhoods and families. ACAM is a 501(c)(3) public charity and management support organization (MSO).

ACAM is considered the ACAM of funds from the Texas Department of Housing and Community Affairs (TDHCA) and is subject to the terms and conditions of its contract with TDHCA. Subsequently, the Contractors submit proposals to ACAM and services are procured.

The federal and state ESG rules that govern the ESG Program are described in the following:

State rules under Title 10, Part 1, Chapter 1, Chapter 2 and Chapter 7, Subchapter A; and Subchapter C of the Texas Administrative Code, and for Units of Local Government, the Uniform Grant Management Standards (UGMS) as outlined in Chapter 783 in the Texas Local Government Code (collectively, the ESG State Rules); and Federal laws and regulations including the Homeless Emergency Assistance and Rapid Transition to Housing Act (42 U.S.C. §11302 et. seq.), as amended; the HUD regulations codified in Title 24 Code of Federal Regulations Part 576; Title 24 Code of Federal Regulations Part 58, for environmental requirements; Title 2 Code of Federal Regulations Part 200, for Grants and Agreements Uniform Guidance Requirements; 24 Code of Federal Regulations §135.38 for Section 3 requirements; and 24 Code of Federal Regulations Part 5, Subpart A for fair housing (collectively, the Federal Rules and Regulations).

[Link of The United States Department of Housing and Urban Development \(HUD\) - 24 CFR 576](#)
[Link of The Texas Department of Housing & Community Affairs \(TDHCA\) - 10 TAC](#)

ACAM's Empowerment Model includes guidelines for determining the level of financial assistance and supportive services each client may receive. Using this housing first approach, clients often successfully exit the program after three to six months. These guidelines define a two-level system of client assistance based on housing status, financial need and risk factors for homelessness.

Offeror proposing to provide, or currently providing Homelessness Prevention (HP) Professional Services for ACAM will be notified of any adjustments to these Business Rules. The HP program is dynamic and subject to rules and guidance beyond the purview of ACAM.

Roles and Responsibilities

ACAM

- A. Financial Role** - ACAM is responsible for the management, distribution and reporting for all expenditures related to the HP program. Further description of ACAM's responsibilities are included below. ESG funds are tied to the eligibility and appropriateness of the clients enrolled and the Fair Market Rent and Rent Reasonableness requirements. ACAM will determine through the implementation of its policies, procedures and oversight, the eligibility of clients enrolled. The funding agency may also monitor for compliance and has the authority to determine the eligibility or ineligibility of clients served. Contractors may not request payment for services rendered to clients that do not meet the eligibility criteria.
- i. ACAM manages HP funds on a reimbursement basis. Contractors are expected to submit invoices for services and detail expenditures.
 - ii. ACAM is responsible for creating a monitoring plan for any Contractors. Contractors may include an additional fiscal service provider to provide specialized financial assistance or an organization with expertise conducting inspections and/or rent reasonableness. Monitoring ensures any work performed conforms to ACAM Policy and Procedures, all regulatory requirements, and requirements of the program.
 - iii. ACAM has financial reporting procedures in place that Contractors are expected to follow.
 - iv. ACAM is an equal employment and affirmative action employer whereby we do not engage in practices that discriminate against any person employed or seeking employment based on race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, marital status, disability, veteran status, genetic information or any other status or characteristic protected under applicable law.
- B. Case Management Quality Improvement Role** – ACAM is responsible for oversight and management of the HP program. This includes monitoring Contractor performance to ensure compliance with regulations, the homelessness prevention model and progress toward established targets. Specific responsibilities are outlined below. *For ESG CARES, case management is not required but ACAM strongly encourages case management.*
- i. ACAM is responsible for managing and distributing funding for case management, ensuring distribution among geographically appropriate service providers and providing logistical support to the system. ACAM is focused on performance and outcomes of all procured Contractors toward established targets and building on its experience and capacity to procure and manage Contractor agreements.
 - ii. ACAM procures qualified service providers in the community to deliver quality housing stabilization case management and housing navigation expertise. The expectations of services include:
 - Case managers that are geographically accessible to meet the needs of households receiving HP services. Any case manager will be credentialed to effectively provide housing stabilization case management as defined within these rules and outlined within the proposal for HP services. Case managers should also have the

ability to provide and support housing navigation services including building and maintaining relationships with landlords to ensure rapid placement in quality affordable housing and reduce the barriers to housing. This includes minimizing the fees associated with housing placement such as application and deposit fees. Case Managers will work with households to provide housing search and placement per the need of the household. The Case Manager will also assist households in completion of required documentation and ensure that units are reasonable based on Fair Market Rent (FMR). Households will not be connected to an apartment or home that is above FMR.

- iii. ACAM is responsible for regular reporting to individual funding sources based on their distinct requirements. ACAM will provide monthly reports to the State based on desk audit that includes demographic data of households served, total assistance provided, and tracking based on use of common case management and reporting tools and adherence to housing stabilization plans, output and outcome measures. ACAM has policies related to Violence Against Women Act (VAWA) in place as well in ACAM's Case Management Procedures.
- iv. ACAM has solid project management experience and dedicated staff to manage the HP program. ACAM staff must also have appropriate training or educational background that enables the organization to effectively evaluate the outcomes of any Contractor. Designated staff from ACAM participate in the CoC and are registered users with the Homeless Management Information System (HMIS)
- v. ACAM is responsible for creating a monitoring plan that measures each contractor's progress toward outcomes. Monitoring includes ensuring client eligibility and at-imminent-risk of homelessness documentation based on regulatory and programmatic requirements as well as ensuring consistency across contracts. ACAM also reviews the HMIS for data quality and accuracy based on the HMIS data quality standards.

C. Reporting Role

- i. ACAM is responsible for tracking and reporting overall outcomes for the HP program to the State, to homelessness prevention stakeholders and to the public.
- ii. ACAM is responsible for reporting to funders as required which includes, but is not limited to, reports required by federal, state and local funders that are tracked and managed through HMIS, or separately.
- iii. In its reporting role, ACAM is responsible for notifying homelessness prevention stakeholders any issues or trends identified through regular analysis that may trigger a change to the HP program model and/or reporting requirements.

D. Referral, Coordinated Access, Case Staffing and CQI

- i. ACAM refers cases presented by TDHCA, other organizations and the general public to the appropriate Contractor based on geographic location of the client and availability of services.
- ii. ACAM conducts case staffing of client files (See Definitions)
- iii. ACAM prioritizes households referred by the CoC that were in the Rapid Re-Housing (RR) program and require subsequent homelessness prevention services.
- iv. ACAM screens clients.
- v. Trainings are provided to contracted case management staff on relevant ESG program

- topics such as conducting rent reasonableness or calculating income or FMR.
- vi. ACAM conducts market research in the HP service areas and provides leads to case managers as needed to assist Contractors in finding units that meet ESG eligibility requirements.
 - vii. ACAM hosts Continuous Quality Improvement (CQI) meetings and employs a standardized quality assurance tool to support the peer review process and document the ongoing quality of records.
 - viii. ACAM also assists case managers with troubleshooting solutions when difficulties arise and provides technical assistance for complex or unique cases and for new case managers learning how to implement the program.

Contractors: Homelessness Prevention Services Contractors

ACAM procures homelessness prevention services. Additional Contractors are identified as dictated by need. These Contractors are responsible for serving individuals at imminent risk of homelessness and reporting outcomes and recording their individual use of funds for the Homelessness Prevention Program in accordance with ACAM's policies and procedures.

HP Continuous Quality Improvement (CQI) Group

The HP CQI Group is the ACAM group of contractors that provides strategic support to the development of tools adopted by the HP program and conducts peer review of records to ensure compliance and quality. The workgroup participates in CQI meetings, provides feedback to ACAM and recommends any changes that may be necessary to the HP program tools or strategies based on best practices in implementation.

CoC Lead Agency (Coalition for the Homeless)

- A. Management of HMIS and data quality is conducted through the CoC lead agency. This includes day-to-day data quality requirements but may also include technical assistance to the contracted entities related to data entry, quality and reporting. ACAM is committed to ensuring that data entered into HMIS by its staff and Contractors is consistent, complete and timely. ACAM requires regular HMIS reporting and submits CSV files for the program as required to fulfill HUD reporting requirements of the CoC.

Funding/Contractor Selection

- A. Overview - The ACAM HP program has created a process and design for management, distribution and performance. By formalizing the process and distribution of funds among all contracted providers, the HP program ensures that eligible individuals seeking assistance are able to receive the same quality and level of assistance across ACAM's HP program. This also ensures the most efficient use of funding and resources that allow the program to reach households within our community with the highest need. The elements below describe the process and design for how HP funds are reimbursed and how the case management-driven program operates. The program is designed to ensure housing stability for at-risk-of-homeless households in need of short- to medium-term assistance using a housing first model.
- B. The program aligns its resources to create greater impact and employ ACAM's

Empowerment Model for HP outlined in the Business Rules Introduction.

- C. ACAM selects Contractors through a competitive RFP process. The Contractors are procured and approved by a selection committee. Contractors are selected based on criteria outlined in these rules and the RFP. There is an option for contract extension and/or renewal based on performance toward outcomes and overall contract performance.
- D. HP Contractors are selected on their ability to adhere to program procedures and outcomes and meet the expectations of the program as outlined in these business rules and RFP. Contractors must also ensure compliance with the written guidance for the HP program.
- E. Overall project management for the HP program is conducted by ACAM. A staff person is assigned to the program to ensure the program is on track to achieve its goals as outlined. The project manager also serves as the point person for the program and manage any communication or process concerns identified and is responsive to troubleshooting for the program.

Equal Access Rule and Other Rules

As required by HUD, all funded programs must be open to eligible persons regardless of sexual orientation, gender or marital status.

Please see <https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/>.

A. ACAM and its contractors will:

- i. adhere to the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulation at 24 CFR Part 100; Executive Order 11063 and implementing regulations at 24 CFR Part 100; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and implementing regulations issued at 24 CFR Part 1;
- ii. comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at (24 CFR part 146), prohibiting discrimination on the basis of age; section 504 of the Rehabilitation Act of 1973 (29 U.S.C., 794) and implementing regulations at 24 CFR Part 8 prohibiting discrimination against handicapped individuals; and Executive Order 11063 and regulations under 24 CFR Part 107 prohibiting discrimination by race, color, creed, sex, or national origin;
- iii. adhere to the requirements, if applicable, of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701a) regarding employment opportunities for lower-income residents of the project;
- iv. adhere to the requirements, if applicable, of Executive Orders 11625, 12432, and 12138, that grantee or project sponsor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities;
- v. establish additional procedures to ensure that interested persons can obtain information concerning assistance under this program in cases where established procedures are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap, who may qualify for assistance; and
- vi. will comply with reasonable modification and accommodation requirements of the Fair Housing Act and, as appropriate, the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act.

- B. ACAM, its contractors and subcontractors will provide a drug-free workplace in accordance with Executive Order 1-31.
- C. ACAM and its contractors will not use federally appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government as required by Section 319 of the Department of Interior Appropriations Act (Pub. L. 101-121, as approved October 23, 1989).
- D. ACAM and its contractors will implement provisions of 24 CFR Part 24 -- governing employment, engagement of services, awarding of contracts during any period of debarment, suspension, or ineligible status.
- E. Faith-based organizations cannot use ESG funds to support worship, religious instruction or proselytization. Religious activities must be offered separately from the ESG supported activity. Faith-based organizations that provide services in the ESG program will retain independence from federal, state, and local governments and may carry out its mission provided ESG funds are not used to support religious activities. Faith-based organizations that participate provide services under the ESG program shall not discriminate against a program beneficiary on the basis of religion or religious belief.
- F. All Contractors must comply with HUD's Final Rule on Violence Against Women Reauthorization Act of 2013 (VAWA). This rule protects housing of survivors of domestic and dating violence, sexual assault and stalking. Additional information regarding HUD's Final Rule on VAWA Act of 2013 can be found at <https://www.hudexchange.info/resource/4717/federal-register-notice-reauthorization-of-the-violence-against-women-act-vawa-2013/>.
- G. All Contractors must adhere to these Homelessness Prevention Business Rules.
- H. All contractors are to adhere with the standards from OMB Uniform Guidance (2 CFR 200.112 Conflict of Interest and 200.318(c)(1) General Procurement Standards), the Emergency Solutions Grant (ESG) regulation (24 CFR 576.404), and ACAM Conflict of Interest Policy.

SERVICE DELIVERY POLICIES AND PROCEDURES

OVERVIEW OF SERVICE DELIVERY

The ESG Program is targeted to individuals and families who “without” this program will become homeless. The goal of the program is to best utilize the smallest amount of assistance to be effective, and to stretch resources by providing smaller amounts of resources to serve more people. This ESG program is focused on those at imminent risk of homelessness. The program provides temporary financial and rental assistance, and housing relocation and stabilization services to individuals and families who would be homeless but for this assistance.

The funds under this program are intended to target individuals and families who need temporary assistance to prevent homelessness for those at imminent risk (homeless prevention), having no other resources and barriers to stable housing. Services and assistance are targeted to those most in need of this temporary assistance, and stabilize their housing, whether subsidized or unsubsidized, outside of ESG funding when the program concludes.

ESG program assistance is not intended to provide long-term support for program participants, and it is not intended to provide all supportive service needs of households that affect housing stability. The program, instead, is part of a plan made in partnership with the family and other community resources.

The program relies on community resources and mainstream benefits to help households regain stability. Although HUD allows for ESG program participants to receive up to 24 months of assistance with rent or utilities (including arrears), ACAM and its Contractors shall employ a controlled utilization model of financial assistance and an empowerment approach to ESG case management. Clients enrolled in homeless prevention services are re-evaluated for continued eligibility, appropriateness and compliance for services every three (3) months. The amount of assistance is expected to end or substantially decrease if clients are engaged in achieving the mutually agreed upon plan goals. ACAM practices a controlled utilization for three reasons:

- 1) Clients are encouraged to move to housing stability in the shortest time period possible
- 2) Funds for ESG services are limited and ACAM wishes to serve as many clients as possible with the limited funds.
- 3) ACAM receives ESG funds through TDHCA and is therefore limited in commitments to clients due to the availability of funds, the amount of funds that can be expended monthly in order to maintain service throughout the contract period, and the term and remaining months of the contract period as ESG funds are not guaranteed for more than one fiscal year.

The ACAM HP program funded through TDHCA does not receive funding for all services which may be provided under an ESG Program. The ACAM HP program focuses resources on HP

services. ACAM does not directly provide any Emergency Shelter activities and refers homeless clients to Coordinated Access and to other providers of shelter services as necessary.

SERVICE DELIVERY DEFINITIONS

HOMELESS

There are FOUR definitions of homelessness:

CATEGORY 1: An individual or family who lacks a fixed, regular, and adequate nighttime residence (Qualifies for Emergency Shelter, Rapid Re-Housing, Transitional Housing, Outreach programs).

An individual or family:

- (A) With a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
- (B) 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
- (C) 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.

CATEGORY 2 {Qualifies for Emergency Shelter, Transitional Housing, Homelessness Prevention programs}: An individual or family who will imminently lose their primary nighttime residence provided for whom:

- (A) No subsequent residence has been identified; and
- (B) The residence will be lost within 14 days of the date of application for homeless assistance;
- (C) 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: Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless.

CATEGORY 4: {Qualifies for Emergency Shelter, Transitional Housing, Rapid Re-Housing if they also meet CATEGORY 1} Any individual or family who:

- (A) 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;
- (B) Has no other residence; and

- (C) Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing.

AT RISK OF HOMELESSNESS

To qualify as being at risk of homelessness, the individual or family must meet two threshold criteria and must exhibit one or more specified risk factors. The two threshold criteria are below.

The individual or family must have:

- (A) income below 30 percent of median income for the geographic area; AND
- (B) insufficient resources immediately available to attain housing stability. [e.g., family, friends, faith-based or other social networks immediately available] to prevent them from moving to an emergency shelter or another place described in category 1 of the homeless definition.

Risk factors are:

- (A) Has moved frequently because of economic reasons--“2 or more times during the 60 days immediately preceding the application for homelessness prevention assistance.”
- (B) Is living in the home of another because of economic hardship
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application.
- (D) Lives in a hotel or motel; [“and the cost of the hotel or motel is not paid for by federal, state, or local government programs for low-income individuals or by charitable organizations.”]
- (E) Lives in severely overcrowded housing; [in a single-room occupancy or efficiency apartment unit in which more than two persons, on average, reside or another type of housing in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau.]
- (F) Is exiting a publicly funded institution; or system of care, [such as a health-care facility, mental health facility, foster care or other youth facility, or correction program or institution.]
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

CHRONICALLY HOMELESS

- 1) An “individual” or “family” that is:
 - i. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years, where each homeless occasion was at least 15 days; and
 - iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C.15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

- 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.

OTHER DEFINITIONS

Area Median Income (AMI) – Annual income estimates published by the U.S. Department of Housing and Urban Development (HUD) published annually and based on Fair Market Rent (FMR) Areas. For ACAM, the HUD FMR Area is Houston-Baytown-Sugarland. AMI and Median Family Income (MFI) are used interchangeably to determine the income limits for a household eligible for assistance.

Case Staffing - an opportunity for the ESG Case Manager to exchange information about the participant and gain consultation from other professionals. It is a group process in which the Case Manager invites two or more professionals, and others involved with the participant, to help identify issues, suggest problem resolution strategies, and recommend service options.

Continuum of Care (CoC) - a collaborative, inclusive, community-based planning process and for managing homeless assistance resources and programs effectively and efficiently to end homelessness in the jurisdiction as specified in Department of Housing and Urban Development, 24 CFR Part 578, Homeless Emergency Assistance and Rapid Transition to Housing: Continuum of Care Program.

Disabling Condition - HUD defines a disabling condition as: (1) A disability as defined in Section 223 of the Social Security Act; (2) a physical, mental, or emotional impairment which is (a) expected to be of long- continued and indefinite duration, (b) substantially impedes an individual's ability to live independently, and (c) of such a nature that such ability could be improved by more suitable housing conditions; (3) a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; (4) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agency for acquired immunodeficiency syndrome; or (5) a diagnosable substance abuse disorder.

Eligible Individuals - Individuals who qualify under categories 2 (Imminent Risk of Homelessness), or 4 (Fleeing/Attempting to Flee Domestic Violence (DV) of the Homeless Definition OR individuals who qualify as At Risk of Homelessness under categories 1 (Literally Homeless), 2, or 3 AND have an income at or below 30% of the Area Median Income (AMI) as determined by HUD.

Exit – when an individual or household is removed from service via HMIS because of program completion, transition, termination or relinquishment. In some cases, a household may have multiple exits from the program if they are auto-exited due to program time limitations (see Auto-exit definition). Exits can be permanent or temporary. An exit is identified as the last month, day and year of service to a household and may or may not be tied to rental assistance. For non-residential projects the exit date may represent the last day a service was provided or the last date of a period of ongoing service. The exit date should coincide with the date the client is no longer considered a project participant.

Fair Market Rent (FMR) – determined by HUD annually as the 40th percentile of gross rents for typical, non-standard rental units occupied by recent movers in a local housing market. Annual listings of FMR can be found at <http://www.huduser.org/portal/datasets/fmr.html>

Financial Assistance – in accordance with 24 C.F.R. § 576.105(a) - last month's rent, rental application fees charged by the housing owner to all applicants, security deposits (not exceeding more than two months' rent), utility deposits required by the utility company of all customers, utility payments for gas, electric, water and sewage, moving costs, such as truck rental or hiring a moving company, temporary storage fee for up to 3 months, provided that the fees are accrued after the date the participant begins receiving assistance described in 24 CFR § 576.105(b) and before the participant moves into permanent housing. (See TDCHA website: <https://www.tdhca.state.tx.us/home-division/esgp/docs/ESG-EligibleUses.pdf> for specific eligible uses of ESG funds.)

Housing Stabilization and Relocation – may include rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs. All must be in accordance with 24 CFR 576.105 (a) 1-6. (See TDCHA website: <https://www.tdhca.state.tx.us/home-division/esgp/docs/ESG-EligibleUses.pdf> for specific eligible uses of ESG funds.)

Tenant-based Rental Assistance – short-term (up to 3 months) or medium term (3 – 24 months) of rental assistance, including arrears toward housing over a three-year period. Provision of rental assistance to participants must be in accordance with 24 CFR 576.106. Local restrictions and targeting of rental assistance are outlined in the Standards for the Provision of Homelessness Prevention adopted by ACAM.

(See TDCHA website: <https://www.tdhca.state.tx.us/home-division/esgp/docs/ESG-EligibleUses.pdf> for specific eligible uses of ESG funds.)

Homeless Management Information System (HMIS) – the information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

Household – an individual or family receiving Homelessness Prevention assistance. A household can be one person or more. Families may include parents and children, non-related adult households, combined households of non-related adults and children or other make-up of related and non-related adults and children.

Housing First – a philosophy of providing housing to homeless individuals that focuses on providing services to individuals once they are in housing to assure housing stability and does not require sobriety, medication compliance or agreement to participate in specific services as a condition of receiving assistance.

Housing Stability Case Management – case management provided to households receiving Homelessness Prevention assistance which may or may not be linked to short- or medium- term rental assistance and other financial assistance. Housing stability case management focuses on addressing the immediate need for housing, stabilizing families and individuals in housing and connecting households to mainstream resources to ensure long term housing sustainability. This includes establishing short-term goals, tasks, and opportunities for increased income with clients and regularly meeting with clients to support them in achieving their goals. (See TDCHA

website: <https://www.tdhca.state.tx.us/home-division/esgp/docs/ESG-EligibleUses.pdf> for specific eligible uses of ESG funds.)

Housing Search and Placement – assistance to specifically identify and place households in appropriate, affordable housing for households receiving Homelessness Prevention assistance. This includes connecting households with properties that have low barriers to accessing housing, negotiating fees, facilitating move in dates and identifying appropriate areas for housing based on household wants and needs. (See TDCHA website: <https://www.tdhca.state.tx.us/home-division/esgp/docs/ESG-EligibleUses.pdf> for specific eligible uses of ESG funds.)

Permanent Housing – housing that does not have occupancy limits. This can include market rental housing, subsidized housing, supportive housing and other types of housing where individual tenants hold a lease.

Rent Reasonableness – the process of determining the practicality of a proposed rent amount for a unit. This is done both formally, through market analysis of a determining agency, as well as informally through a case manager or housing specialist ahead of submitting for a rent payment request comparing available data of surrounding units.

Selection Committee – the group of stakeholders who review and select the Contractors based on common evaluation criteria.

STANDARDIZED CASE RECORDS

These policies and the standardized case record describe the way in which case managers record their work and the way services are evaluated, assessed, and reimbursed. Documentation in support of eligibility and appropriateness for the program is required by both TDHCA and HUD. In addition, a Homelessness Prevention Program such as ACAM's, which includes more than one service provider, needs to manage records similarly across service providers to:

1. Manage client information efficiently and effectively,
2. Simplify the Continuous Quality Improvement (CQI) and monitoring process,
3. Communicate and train by clarifying policies and procedures.

This ESG Policies and Procedures Manual is formatted to take the Case Manager through the case management documentation process. The ACAM Standardized ESG Case Record (hereinafter "record") is organized into six (6) sections:

1. Supporting Documents
2. Screening
3. Housing
4. Financial Assistance
5. Case Management
6. Exit and Outcomes

STREET OUTREACH, EMERGENCY SHELTER AND RAPID REHOUSING

The ACAM HP program is not currently funded to provide street outreach, emergency shelter or rapid re-housing services and activities. Referrals can be made for various services including emergency health services and emergency mental health services. When appropriate and based on the individual's needs and wishes, referral to coordinated access for an assessment and possible rapid-rehousing services that can quickly assist individuals to obtain safe, permanent housing may be provided.

Emergency Shelter for Men

1) Star of Hope - Men's Development Center

1811 Ruiz,
Houston TX 77002
713.227.8900
sohmission.org
M-Sa 8-11am & 1-3pm
Sun- 9-12 noon & 1-3pm
METRO Bus: 6, 30, 48

2) Salvation Army - Red Shield Lodge

2407 N. Main Street,
Houston TX 77009
713.224.2875
salvationarmyhouston.org/harborlight
Intake: M-F, 4:30- 7:30 PM
METRO Bus: 66
METRO Rail: Quitman Near Northside

Emergency Shelter for Women and Families

3) Star of Hope

419 Dowling,
Houston TX 77003
713.222.2220
sohmission.org
Sun-Sa 8:30am-2:30pm
METRO Rail: EaDo/Stadium,
Purple/Green Line

METRO Rail: Convention District Capitol,
Purple/Green Line

Youth (Ages 18-21)

6) Covenant House (Ages 18-24)

1111 Lovett Blvd
Houston TX 77006
713.523.2231
covenanthousetx.org
Open 24-7
METRO Bus: 56, 82

4) Salvation Army - Family Residence

1603 McGowen, Houston TX 77004
713.650.6530
salvationarmyhouston.org/familyresidence
M-F 8-4:30PM
METRO Bus: 11,64

7) Salvation Army - Young Adult Resource Center (Ages 18-24)

1621 McGowen, Building A
Houston, TX 77002
713.658.9205
facebook.com/TSAYARC
M - Th 11 am - 3 pm
METRO Bus: 32, 82, 54
METRO Rail: McGowen (Red Line)

5) Salvation Army - Sally's House

Single Women - Emergency and Transitional
1717 Congress, Houston, TX 77002
713.223.8889
salvationarmyhouston.org/sallyshouse
M-F 8:30AM-5:00PM
METRO Bus: 6, 20, 30, 48, 137

Day Shelter

Day shelter services for clients enrolled in programs at the Dunn Center as well as those working toward housing through Coordinated Access.

8) The Beacon

1212 Prairie Street, Houston, TX 77002
713.220.9737 beaconhomeless.org
Th-M, 7:00 am - 3:00 pm
METRO Bus: 6, 11, 51, 52, 137
Rail: Preston

Veterans

9) VA McGovern Drop in Center
1621 McGowen, Building A
Houston, TX 77002
713.658.9205, facebook.com/TSAYARC
M - Th 11 am - 3 pm
METRO Bus: 32, 82, 54
METRO Rail: McGowen (Red Line)

Domestic Violence

For anyone experiencing domestic violence, seeking resources or information, or questioning unhealthy aspects of their relationship:

Houston Area Women’s Center
713.528.2121

The Bridge Over Troubled Water
713.473.2801

Fort Bend County Women’s Center
281.342.4357

Bay Area Turning Point
281.338.7600

Other places to complete a Coordinated Access housing assessment. These assessments are by appointment only - please contact them by phone to schedule ahead of time.

AIDS Foundation Houston
BY APPOINTMENT ONLY
T, W, Th, 11:00 am - 3:00 pm
713-623-6792

The Harris Center, Bristow/PATH Program
MUST BE ENROLLED IN PATH PROGRAM
M-F, 7:00 am - 4:00 pm
713-970-7413

Northwest Assistance Ministries
BY APPOINTMENT ONLY
Th, 9:00 am - 2:30 pm, 281-885-4567

- Coordinated Access clients must be homeless.
- Proof of homelessness will be required at program entry.
- Coordinated Access is not a voucher program.

HP CLIENTS PRE-SCREENING

Pre-screening can be done by phone or in-person to attempt to determine if the participants meet basic eligibility criteria. A client interviewer may have a meeting with the potential client and make an initial review of their situation.

PROGRAM ENTRY ORDER AND DATE

The household is not considered “enrolled” until all qualifying forms have been collected and the household has been determined to be eligible. A program Agreement should only be completed after the full eligibility determinations have been made and HMIS has been verified to ensure the household is not enrolled elsewhere for the same services.

SCREENING

Because the ability to obtain employment is an important part to regaining housing stability, ACAM and its Contractors shall require each potential client to verify identity and legal authorization to accept employment within the United States for at least the head of household. Neither TDHCA nor ACAM require Case Managers to check or verify the immigration status of every member of a household. While potential clients are not be required to complete an Employment Eligibility Verification Form, otherwise known as an I-9, the head of household is required to present documents necessary to complete the Head of Household Employment Eligibility Screening form to the Case Manager. A variety of ID types are acceptable for employment eligibility purposes. The potential client must supply either:

1. One document that establishes both identity and employment eligibility (on List A of the Head of Household Employment Eligibility Screening) OR
2. One document that establishes identity (on List B), together with another document that establishes employment eligibility (on List C)
3. All documentation must be unexpired

SCREENING HMIS FOR DUPLICATE CLIENTS

Regarding screening in HMIS, please review the following steps to ensure no duplicate clients are created in ClientTrack. It's important to be diligent when creating a new client since clients may not always have complete, verifiable demographic information.

1. Search the system by client social security number
2. If client is not found, a search shall be conducted by first and last name using the first 2-3 letters of the name (for example, in searching for Kelly Mitchell, I would search "Ke" for first name and "Mi" for last name). This ensures errors are caught regarding people who may not have their name spelled correctly in HMIS (this can be corrected on the edit client page).
3. Finally, search by birth date
4. Proceed with the enrollment of eligible clients if the clients do not appear in HMIS or are appearing, but not currently enrolled enrolling the client only if you cannot locate the client's information after following these steps.

When coming across a duplicate HMIS record, a ticket shall be submitted to the Coalition for the Homeless HMIS team to merge the files: <https://hmissupport.homelesshouston.org/login.asp>. A copy of proof that HMIS has been checked shall be filed in the case file.

INTAKE PROCESS

The Case Manager provides an explanation of the program including the expectations of the client. The Case Manager reviews the potential client's situation and determines eligibility for the ESG program.

During the intake process, it is emphasized that the purpose of this program is to assist individuals or families who are at imminent risk of homelessness to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. Clients are encouraged to move to housing stability in the shortest time period possible. Funds for ESG services are limited, and ACAM wishes to serve as many as clients as possible with limited funds.

As of the May 15, 2017 revision of this document, every adult ESG client (male or female) shall be asked to sign and date a "Receipt of Violence Against Women Act (VAWA) Protection and Rights Certification Form" published by TDHCA certifying that they have received 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 at enrollment (prior to execution of a Rental Assistance Agreement) and at recertification for ESG services. The "Receipt of Violence Against Women Act (VAWA) Protection and Rights Certification Form" is available at <http://www.tdhca.state.tx.us/home-division/esgp/guidance-solutions.htm>.

ELIGIBILITY

Homeless prevention (HP) clients must have incomes at or below 30% AMI and lack other available resources to maintain stable housing. HP clients must certify that they are at-risk of homelessness.

INCOME ELGIBILITY

The following income evaluations are required for all households seeking HP services:

1) Income Screening and 2) Income Certification. For HP services, the household must be at or below 30 percent of the Area Median Income (AMI) AND must lack resources and support networks that would prevent them from moving into an emergency shelter or other place described in Category 1 of the homeless definition.

HP Clients must demonstrate insufficient resources, support networks and other local community assistance resources to be eligible for HP services. The Case Manager must document that the household has no other options or resources that may prevent the household from becoming literally homeless. This includes looking at other options (i.e. Could household members stay with family/friends until they are able to move into another unit? Are there other support networks or financial resources available to obtain immediate housing or remain in current housing?).

"But for" definition:

1. No appropriate subsequent housing options have been identified.
2. The household lacks financial resources to obtain housing or remain in its existing housing.
3. The household lacks support networks needed to obtain immediate housing or remain in existing housing.

CLIENT ASSESSMENT

After a thorough analysis of client eligibility, Case Managers: conduct an assessment of client's barriers to stable housing; determine the likelihood of achieving stable housing through the services provided including mental health, chronic homelessness, potential sources of income, ability to abide by client agreement, ability to adhere to a standard lease agreement; and make a determination of an appropriate intervention.

A) Crisis Identification: clients must meet each of the following criteria to receive HP services:

1. Client is unable to make rental payments due to:

a. a sudden reduction in income.

Examples: Reduced work hours, paycheck stolen (must provide police report), job loss OR

b. a situation where income available for rent is reduced because of a sudden increase in expenses which are of an emergency or crisis nature.

Examples: Medical expenses, injury preventing the person from working, vehicle repair (for a vehicle required for employment), etc.

2. The assistance is necessary to avoid eviction. Lease, lease addendums and rental ledger (as available), vacate/eviction notice and documentation of the crisis causing the client to be unable to maintain rent payments.

B) Identification of strengths as well as weaknesses can include mental health status; preexisting health or mental health problems; an appraisal of the client's resources; of the client's informal support system including family members and friends; economic situation; employment status; and other basic needs. These findings are the basis for developing a Housing Stabilization Plan (HSP).

SPECIAL POPULATIONS AND HIGH BARRIERS

During assessment, it is important to observe or ask if the client falls into certain populations or has certain high barriers to housing.

HIGH BARRIER SPECIAL POPULATIONS AND THEIR DEFINITIONS

Persons with High Barriers – A person with high barriers is any person in a household who presents with one or more of the following: serious mental illness, recently released from an institution, substance-use disorder; veteran status, domestic violence survivor, youth aging out of foster care; AND/OR transitioning out of incarceration (definitions below):

1. **Severely Mentally Ill** (Serious Mental Illness) – as a disabling condition (may include serious depression, serious anxiety, hallucinations, violent behavior or thoughts of suicide) that substantially impedes a client's ability to live independently and is expected to be of long-continued and indefinite duration.
2. **Recently Released from an Institution** – A person that identifies as recently being released from a medical hospital, jail, prison, juvenile detention facility, long-term care facility, nursing home, psychiatric hospital or other psychiatric facility, substance abuse treatment facility or detox center.
3. **Chronic Substance Abuse** – Persons who identify as having a substance abuse problem AND is expected to be of long-continued indefinite duration and substantially impairs ability to live independently.
4. **Veterans** – A person who has identified as having served and been discharged from any branch of the U.S. military (HMIS asks detailed questions regarding discharge type and theatre of operations (wars, interventions, peace-keeping missions, etc.).
5. **Survivors of Domestic Violence** - Victims of domestic violence, dating violence, sexual assault, and/or stalking.
6. **Youth Aging Out of Foster Care** - Youth under age 25 who are within 14 days of exiting the foster care system who have not identified other permanent housing and who have no other resources or support networks to obtain permanent housing
7. **Persons Transitioning out of Incarceration** - Persons exiting the prison system who have not identified other permanent housing and who have no other resources or support networks to obtain permanent housing

OTHER SPECIAL POPULATIONS AND DEFINITIONS

1. **Elderly** - Age 62 and over.
2. **People with HIV/AIDS** – A person that identifies as having HIV or AIDS.
3. **Chronically Homeless** – See Section 1.2C in definitions or verify 24 CFR Part 91.5 at <https://www.hudexchange.info>.
4. **Other Disability** – Persons that identify as having a physical or developmental disability.
5. **Unaccompanied Youth** - Any person under age 18 who presents for services alone and is his or her own head of household
6. **Children of Parenting Youth** - Any children in the household where the oldest residing parent is under the age of 24.
7. **Parenting youth** – Any parent in the household up to the age of 24.

Priority subpopulations – ACAM may periodically identify subpopulations that are priority for any given program year. The current subpopulations identified as a priority include: Children of Parenting Youth; Parenting Youth; Persons Experiencing Chronic Homelessness; Persons Experiencing Severe Mental Illness; Persons with Chronic Substance Use Disorder; Persons with HIV/AIDS; Unaccompanied Youth; Veterans; and Victims of Domestic Violence.

PROGRAM AGREEMENT

Contractors utilize a common intake form. A Program Agreement between the client and the agency is reviewed and signed by the client and Case Manager. The Program Agreement outlines the steps that the client must take (in addition to the provision of financial and case

management assistance) to achieve housing stability. The client must comply with the Program Agreement or be at risk of being terminated from the program. Supporting documentation including third party verification is recorded.

DEVELOPMENT OF A HOUSING STABILIZATION PLAN (HSP)

In collaboration with the client, interventions are recorded in the HSP. The Case Manager is responsible for coordinating and documenting the HSP with the family's participation. This HSP incorporates the client's goals identified in partnership with the Case Manager. Within the HSP, action steps are outlined in an effort to achieve the family's goals. These action steps may include, but are not limited to:

1. attending money management/budgeting/credit counseling classes
2. applying for mainstream services/public benefits
3. accessing employment and/or education referrals provided by the Case Manager

Goals and action steps are evaluated to determine if progress is being made. The HSP is reassessed and, if needed, modified monthly. The client and/or family signs the HSP to indicate agreement with, participation in, and acknowledgment of the expected time and effort required to meet the goals.

FINANCIAL ASSISTANCE:

Mortgage payments and mortgage arrears payments are not allowed.

All financial assistance is paid directly to the apartment complex, property owner, rental agency or utility company. Copies of all invoices and proof of payment are kept in the record. Ownership of properties is confirmed through the Harris County Appraisal District (HCAD). A request for Tax payer ID (W-9) is required for payments made directly to the owner. Owners may not be relatives of the client.

RENTAL ASSISTANCE:

UNIT ASSESSMENT: Prior to the client receiving financial assistance for Homelessness Prevention (HP), the unit in which the family/client will reside shall be assessed in the ways defined below.

- **FAIR MARKET RENT (FMR)**
Units paid for with ESG funds must meet Fair Market Rent (FMR) limits and standards for Rent Reasonableness. FMR is simply the most that HUD will pay for an individual unit. The HUD guidelines for FMR are updated in the case file annually.
- **RENT REASONABLENESS**
Rental assistance cannot be provided unless the rental assistance amount complies with HUD's standard of Rent Reasonableness as established in 24 CFR 982-507. Contractors cannot provide any rental assistance payment until it determines that the rent is a reasonable rent met HUD FMR and/or rent reasonableness threshold.

RENTAL AGREEMENT

This Rental Assistance Agreement sets forth the terms under which rental assistance will be provided and will be kept in the record. By signing the Rental Assistance Agreement, the owner of the property is agreeing to the following:

1. The rent is not more than rent charged by the owner for comparable unassisted units in the premises.
2. To provide the Case Manager information requested on rents charged by the owner for other units in the premises or elsewhere.
3. The owner agrees to communicate with the Case Manager 90 days after rental assistance for the client ends in order for the Case Manager to conduct follow-up and report on required program outcomes.

HABITABILITY STANDARDS

If ESG funds are used to assist a program participant to remain or move into permanent housing, that housing must meet HUD habitability standards related to:

1. Structure and Material
2. Space and Security
3. Interior Air Quality
4. Water Supply
5. Sanitary Facilities
6. Thermal Environment
7. Illumination and Electricity
8. Food Preparation
9. Sanitary Conditions
10. Fire Safety

LEAD-BASED PAINT REQUIREMENT

The lead-based requirements apply, regardless of the amount of assistance provided. Inspections for lead-based paint are only required if the family includes a child under the age of 6 and/or a pregnant woman, AND the unit is determined to have been built before 1978.

RESTRICTIONS FOR RENTAL ASSISTANCE

ESG funds cannot be used with other subsidies of the same type. For example, no rental assistance can be provided to households receiving rental assistance from another public source for the same time period.

LATE PAYMENTS

The Rental Assistance Agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. Contractors must make timely payments to owners in accordance with the Rental Assistance Agreement. The Contractor is solely responsible for paying (with non-ESG funds) late payment penalties that it incurs.

CASE MANAGEMENT

COORDINATION OF INFORMATION AND REFERRAL FOR SERVICES

As needed, the Case Manager coordinates client public, non-cash benefits. Participants must be assisted, as needed, in obtaining appropriate supportive services like medical or mental

health treatment essential for independent living and mainstream benefits such as Medicaid, SSI, or TANF. *For ESG CARES, case management is not required but ACAM strongly encourages case management.*

CLIENT MEETINGS AND HOME VISITS

HP clients must have an initial home visit to verify Housing Habitability prior to approval for assistance and subsequent home visits are required at each recertification every three months. Case Managers conduct office visits with HP clients between home visits, at least once per month. Clients are to consult with their Case Managers weekly and may do so by phone, email, or in-person office visits.

ADVOCACY FOR THE CLIENT AND CLIENT RESOURCES

The Case Manager may need to advocate for individual clients and their families for them to receive benefits or obtain needed services, including those provided by the agency. The Case Manager also serves as an advocate to ensure that services are delivered, gaps in service are identified and filled, the individual's needs are recognized, client services are not prematurely terminated, and client services are terminated when appropriate.

CLOSING THE CASE

A client/family is discharged from the program upon achievement of goals as outlined in the Housing Stabilization Plan (HSP). Housing is considered stable when the client can continue paying their own rent once the assistance has concluded. Cases may also be closed once the termination process has taken place. All the necessary and available information is reported in HMIS within two (2) business days of closing any ESG case. Exit information and outcomes are documented. The Case Manager shall record in the record and in HMIS the necessary information to indicate the date of the 90-day post-exit follow-up. Post-exit follow-up is necessary to determine that the client/family's housing stability was maintained.

CONDUCTING FOLLOW-UP

Follow up contact is made 90 days after the client exits the program. The client's financial status, job status, and housing status are to be noted in the record and recorded in HMIS.

TERMINATING SERVICES

Cause for termination or suspension includes failure to comply with terms of the Program Agreement, failure to abide by the requirements of the agency and/or the identification of possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies. Provisions for termination is clearly stated in the signed Program Agreement completed upon initial assessment. Termination from the ESG program may not necessarily prevent the provider from provision of future assistance to the client.

Termination Procedure: First, the Case Manager sends a warning letter by certified mail that clearly states the reason for which the client is in noncompliance and in danger of being exited from the ESG program; if clients are encouraged to contact the Case Manager to discuss options for becoming compliant; and the time period in which this must be completed. If after

the specified time the client is still noncompliant, the Case Manager shall request a Case Staffing Meeting and recommend that the client be exited. If the Case Staffing group agrees, the Case Manager would send a second certified letter that clearly states the reason for which the client is in noncompliance and being exited from the ESG program; the process for filing an appeal; and the time period in which this must be completed.

Appeals Process: If a client wishes to appeal and present objections, the client must request an appeal with the Case Manager within seven (7) business days from the date of the termination letter. The Case Manager then sets up a Case Staffing Meeting. If the client does not attend the hearing or attends but fails to bring sufficient evidence of compliance or reason for non-compliance, they will then be exited from the program.

Any applicant/ client denied admission or terminated from services provided under ESG has the right to appeal the decision. All applicants/ clients who are denied admission or continuation of services will be informed at the time of the denial/termination of their right to appeal the decision. The applicant/client will be supplied with a denial/termination letter, a copy of this procedure, and a blank appeal form.

Applicants/Clients wishing to appeal the decision must inform the Case Manager and complete the appeal form within seven (7) business days of the date on denial/termination letter.

The applicant/client and appropriate Contractor Program Director will arrange a mutually agreeable date and time for the applicant/client to present his/her appeal at the Case Staffing Meeting.

Applicants/Clients may present an appeal in writing or orally and may choose to bring a friend or advocate to the meeting. The applicant may also present any new information relevant to the denial of application or termination for non-compliance.

The Program Director name will notify the Case Manager of his or her decision within five business days of the Case Staffing Meeting and will inform the applicant/client in writing of the final determination. Final determination will be sent to the applicant/client by certified mail, receipt requested.

PROGRAM OUTPUTS AND OUTCOMES

ACAM and each Contractor report all outputs and outcomes at least monthly. Data related to client outcomes will be documented in the record and promptly reported in HMIS. The output and outcome goals for the ACAM ESG Homelessness Prevention Program are outlined in the RFP for services.

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

ACAM and its Contractors shall employ the HMIS managed by the Coalition for the Homeless Houston/Harris County. The Case Manager will search for the client and family members in the HMIS data base to avoid duplication of services between agencies. The enrollment information is entered into HMIS within 48 business hours of entry into the ESG program.

Documentation is made in the HMIS data system to track services and is required for reporting.

1. Client intake, determining eligibility, recording demographics, needs assessment, re-certification
2. Service tracking: log of services delivered by provider and received by participant
3. Case Management: setting goals and measuring participants' progress
4. Information and referral
5. Client exit: reason for leaving/exiting the program as well as client outcomes

ACAM and each Contractor shall enter into and comply with an Annual Partner Agreement with the Coalition for the Homeless of Houston/Harris County. Each Contractor shall inform clients of the usage of the Homeless Management Information System and obtain their consent to enter information. In addition, ACAM and its Contractors shall comply with all federal and state laws and regulations, and with all HMIS policies and procedures (particularly the HMIS Policies and Procedures and the HMIS Data Standards Revised - <http://www.homelesshouston.org/hmis/>) relating to the collection, storage, retrieval, and dissemination of client information.

GENERAL ESG POLICIES

In accordance with ACAM's Procurement Policy, an outside consultant or contractor is prohibited from submitting a competitive proposal for services in which the consultant or contractor was a designer or reviewer. Applicants may be required to submit a disclosure of the nature of any perceived or actual conflicts of interest as part of the proposal or contract. Submitting a disclosure does not disqualify the applicant from consideration; however, ACAM may request a conflict of interest mitigation plan upon review of the application.

CONFLICTS OF INTEREST/NEPOTISM

1. ESG assistance will not be contingent on the client's acceptance or occupancy of emergency shelter or housing owned by the provider or a provider's subsidiary or parent.
2. No provider, with respect to client's occupying housing owned by the provider or a provider's subsidiary or parent, will carry out the initial evaluation or administer homelessness prevention.
3. When procuring goods and services, the provider will comply with codes of conduct and conflicts of interest requirements as well as the Texas Administrative Code.

CONTINUOUS QUALITY IMPROVEMENT (CQI) FOR RECORDS

1. ACAM shall host regular CQI meetings.
2. Each Contractor will bring a designated number of records and have other Contractor agencies review the other Contractors' records.
3. The CQI Form shall be updated and deficiencies corrected when possible.

PROGRAM INCOME

Program income includes any gross income received by the ACAM or Contractor.

ACAM or Contractors that was directly generated by a ESG supported activity or earned only as a result of the contract during the grant period.

1. Clients should not be asked to volunteer for or make donation(s) to your agency when applying for or receiving assistance. Any repayment of direct assistance to the Contractor by the client becomes program income.
2. Program income shall be reported by the Contractor to ACAM monthly.
3. Program income that is received after the end of the contract period must be returned to ACAM as it must be returned to TDHCA.
 - a. Security and utility deposits paid on behalf of a Program Participant should be treated as a grant to the Program Participant. The deposit must remain with the Program Participant, and if returned, is to be returned only to the Program Participant. If the deposit is returned to the Subrecipient, it is program income, and must be treated as described in this subsection. (10 TAC §7.43(c)).
4. Records of the receipt and use of program income shall be retained for five (5) years.

CLIENT-RELATED RECORD KEEPING REQUIREMENTS

Maintain record files containing the following applicable information:

- | | |
|--------------------------------------|---------------------------------------|
| 1. Supporting Documentation | 4. Financial Assistance Documentation |
| 2. Screening, Eligibility and Intake | 5. Case Management Documentation |
| 3. Housing Status Information | 6. Exit and Outcome Documentation |

Maintain financial records containing the following applicable information:

1. Supporting documentation for all costs charged to the program
2. Copies of the lease, invoices/bills, check requests and proof of cleared checks
3. Documentation showing ESG funds were spent on allowable costs in accordance with the requirements for eligible activities and costs principles
4. Documentation of the receipt of program income
5. Copies of documents supporting proper procurement procedures were followed
6. General Ledger reports for expenditures related to the program

RECORD RETENTION

Maintain records in accessible location for five (5) years after expenditure of all funds from the current contracted program year. The contractor agrees to house the records for the required retention period. Contracts shall produce records for review by ACAM as needed, and will comply with requests and records reviews from ACAM, TDHCA, HUD and its representatives as requested.

REPORTING REQUIREMENTS

Monthly invoices must be accompanied by the monthly performance and expenditure reports which are due via electronic submission by the 10th day of each month. Contractors must report client level data in the Homeless Management Information System (HMIS). Failure to

submit any report or monitoring response required by the contract may result in suspension of payments or termination of the contract. Failure to properly determine eligibility of clients prior to service in accordance with ACAM's procedures shall result in nonpayment or recovery of payment for expenses related to ineligible households.

Data Entry and Reporting

HMIS Participation Required

All entities that are contracted to provide homelessness prevention services and case management will be responsible for entering data into HMIS, as required by 24 CFR 576.400 (f). All reporting and data entry requirements for Homelessness Prevention will be dictated by the Coalition for the Homeless HMIS user agreement. Outcomes reporting will be pulled from data entered directly into HMIS and monthly reports collected by ACAM. All Homelessness Prevention Contractors are expected to adhere to existing HMIS data quality standards and any updates to the standards published by HUD and/or adopted by the Houston region's Continuum of Care. HMIS is the data collection system managed by the Coalition for the Homeless of Houston/Harris County.

Grievance Procedure for Applicant Organizations to ACAM's Homelessness Prevention Program

Purpose

The purpose of the grievance procedure is to settle any grievance between an RFP respondent organization and Alliance of Community Assistance Ministries, Inc. (ACAM), as quickly as possible to assure an efficient and fair procurement.

Eligibility

A grievance may be filed by any applicant organization that claims it has been adversely affected by:

1. The score assigned by the Application Independence Review Team.
2. Improper application of Alliance of Community Assistance Ministries, Inc. business rules, regulations and procedures.

Procedure for Filing Respondent Organization Grievances

The following steps must be followed in the order given. Time limits shall begin on the first working day after the applicable occurrence, filing, appeal, response or recommendation. Working days shall not include weekends or national holidays.

Step 1

To be considered, a grievance must be filed in writing with ACAM within 24 hours preliminary contract award announcement. This written grievance should be sent to Sarah Malcolm, **Eviction & Homelessness Prevention Coordinator** at smalcolm@acamweb.org. ACAM has forty-eight (48) hours from receipt of the grievance form to respond to and resolve the grievance.

Step 2 - If the respondent organization is not satisfied with the proposed resolution the

respondent organization has twenty-four (24) hours to file an appeal with the ACAM Grievance Committee.

The Grievance Committee has forty-eight (48) hours to investigate, talk with the grievant and respond in writing using the official form.

General Provisions

1. The Grievance Forms provided by the **Eviction & Homelessness Prevention Coordinator** should be used in pursuing a resolution of the grievance.
2. The respondent organization may represent itself or be represented by a chosen representative when presenting the organization's grievance.

**Note: Grievance Forms attached to the back of this RFP*

GRIEVANCE PROCEDURE FOR THE ACAM HP PROGRAM RFP RESPONDENT ORGANIZATIONS

Grievance Form

Respondent Organization: _____

Respondent Representative: _____ Job Title: _____

Organization's Address: _____

Organization's Phone Number: _____

We have discussed this complaint with the **Eviction & Homelessness Prevention Coordinator** and received her verbal answer on (date)_____.
Because this answer is unacceptable to us, we wish to file a formal complaint.

Nature of grievance. Explain how your organization was unfairly treated including names and dates. (Use additional pages if needed.)

A just and fair solution of our grievance is:

We understand that if we wish to further appeal our complaint, we have twenty-four (24) hours from response to submit a grievance form to the next level of appeal. Grievances not appealed timely are considered settled at the previous level.

Date

Signature

GRIEVANCE PROCEDURE FOR THE ACAM HP PROGRAM RFP RESPONDENT ORGANIZATIONS

Grievance Form Response from ACAM's Grievance Committee

Respondent Organization: _____

Respondent Representative: _____

ACAM's Grievance Committee Response to Respondent Organization's Complaint:

Grievances not appealed timely are considered settled at the previous level.

Date

Signature

ACAM ESG Business Rules

Attachment A

ESG CARES and HUD Waivers (ESG and ESG CARES)

Homelessness Prevention Program Procedure Update



ESG CARES and HUD Waivers

ESG Homelessness Prevention Program Procedure Update

Emergency Solutions Grant – CARES (ESG-CARES) – The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided for a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG) as authorized by McKinney-Vento Homeless Assistance Act of 1987 (P.L. 100-77), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (P.L. 111-22) (42 U.S.C.S. §11371 et. seq.).

The CARES Act provides for allocations of homeless assistance funds to prevent, prepare for, and respond to coronavirus, among individuals and families to support additional homelessness prevention activities to mitigate the impacts created by coronavirus. There are differences between ESG and ESG CARES. The most notable difference for service providers is the income eligibility limit of 50% Area Median Income to receive or continue to receive homelessness prevention.

Below is a description of some of HUD Regulatory Waivers related to ESG Homelessness Prevention Services under the CARES Act. Further information can be found in the HUD Notice CPD-20-08 (9/1/2020), which can be found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf>.

1) Habitability Inspections (NOTE: NO WAIVER)

There is no waiver for habitability inspections. Inspections do not need to be done in person. It would be acceptable to implement strategies for conducting inspections virtually using a video connection (e.g., FaceTime). Although video is preferred, photographs may also be an acceptable way to conduct an inspection. The video or photographs may be taken by the property owner or the household applying for assistance. A Case Manager or other representative must be able to visually inspect evidence of the unit's condition and document compliance in the ESG program participant's file. Case Managers shall complete inspection form derived from the video, note the method of observation, and date. **The ESG Subrecipient should conduct full in-person ESG habitability inspections once it is safe to resume standard operating procedures.**

2) Re-Evaluation/Recertification Waiver (effective 4/5/20-3/31/2022)

Change re-evaluations from three to six months for homelessness prevention. HUD waived 24 CFR §576.401(b) which requires a re-evaluation of the Program Participant's eligibility and the types/amounts of assistance to occur not less than once every three months. With the waiver, re-evaluations for homelessness prevention will be required not less than once every six months. Waiving three-month re-evaluation requirement for homelessness prevention assistance is necessary to help program participants remain stable in housing during the economic uncertainty caused by COVID-19. This waiver applies to *eligible families entering the program* from April 5, 2020 to March 31, 2022.

3) Housing Stability Case Management

Case management for homelessness prevention and rapid re-housing is not required. (a) While ESG CARES Subrecipients may offer case management, they may not require that the Program Participant receive case management. (b) HUD is making an across-the-board waiver of the ESG requirement in 24 CFR §576.401(e)(1) that housing stability case managers meet not less than once per month with each program participant receiving homelessness prevention or rapid re-housing assistance, and this waiver is in effect until the end of the contract period.



ESG CARES and HUD Waivers

ESG Homelessness Prevention Program Procedure Update

4) **Fair Market Rent – FMR Waiver**

Fair Market Rent (FMR) is waived, but rent reasonableness applies. (a) HUD has waived 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the FMR, and this waiver is in effect until the end of the contract period. (b) The current HUD waiver in place was only for new leases, and the new waiver has no limitation on new or existing leases.

5) **Short-Term and Medium-Term Rental Assistance**

(i) 24 CFR 576.106(a)(2), where medium-rent is defined as “for more than 3 months but not more than 24 months of rent” is waived and an alternative requirement is established where medium-term is established as for more than 3 months but not more than 12 months. This alternative requirement will allow more households to receive rapid re-housing and homelessness prevention assistance, which is necessary to prevent, prepare for, and respond to coronavirus. (ii) The requirement at 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, is waived so long as the rent complies with HUD’s standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement will allow recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus. This waiver provides additional flexibility beyond the waiver made available to the ESG Program on March 31, 2020 and extended to ESGCV funds on May 22, 2020 by permitting ESG recipients to provide rental assistance for program participants, whose current rent exceeds FMR and by allowing recipients to use this waiver as needed throughout the period they are providing rental assistance to prevent, prepare for, and respond to coronavirus.

ACAM ESG Business Rules

Attachment B

ACAM ESG and ESG CARES Program Services Forms



ESG Program – Screening & Intake

Name: _____ Date _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

INTAKE STAFF NAME: _____ INTAKE DATE: _____

INTAKE STAFF PHONE: _____

1. Is the client CURRENTLY homeless? - (An individual or family who lacks a fixed, regular, and adequate nighttime residence? If so, refer client(s) to the Case Manager for possible Street Outreach (SO) or Rapid Re-Housing (RR) services. If yes, refer to Case Manager for a full and assessment and complete the rest of this form.

YES NO

2. Is this client a homeless runaway youth? (Unaccompanied youth under the age of 25.) If so, refer client(s) to the Case Manager for possible Street Outreach (SO) or Rapid Re-Housing (RR) services. If yes, refer to Case Manager for a full and assessment and complete the rest of this form.

YES NO

3. Is client at Imminent Risk of Homelessness (will be homeless in 14 days or less, no subsequent residence, and no other resources):

YES NO

Briefly describe client’s current housing situation: _____

4. Head of household reports he/she is eligible for employment in the United States: YES NO

5. Is any member of the household a veteran? YES NO

Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit with the Texas Veterans Portal at <https://veterans.portal.texas.gov/>.

6. Family Language and Referral Information

What is your primary language?	
Who referred you here today?	Agency: Name: Phone:
What can I assist you with today?	

7. Eligibility Criteria and Prioritization Tool for Houston/Harris County

Homelessness Prevention System Eligibility Requirements

All potential clients will be screened for the following:



ACAM ESG Program – Screening & Intake

Income

Only households with income at or below 30% of the Area Median Income are eligible for Homelessness Prevention services (see Tab 1, No. 4b for income limits) **(FOR ESG CARES ONLY: income limit is 50% AMI)**

PLUS

Trigger Crisis

An event has occurred which is expected to result in housing loss within 30 days due to one of the listed reasons (see Attachment B for income limits)

PLUS

No resources or support network to prevent homelessness

No other options are possible for resolving this crisis. “But for this assistance” this household would become literally homeless—staying in a shelter, a car, or another place not meant for human habitation

OR

Unaccompanied children and youth who qualify as homeless under another Federal statute

See Runaway and Homeless Youth Act definition or Documentation for school district certification of homelessness (see Attachment C in CoC Written Standards for other definitions of homelessness)

OR

Families with children or youth who qualify as homeless under another Federal statute

See Runaway and Homeless Youth Act definition or Documentation for school district certification of homelessness (see Attachment C for other definitions of homelessness)

Score of at least 20 points—or 15 – 19 points with override sign-off (see Attachment D for score sheet) CoC Written Standards Attachments A-D can be found on the Coalition for the Homeless Website.

Override: If a household has 15 to 19 points but the agency believes there is a compelling reason to provide homelessness prevention services, the program can document reasons for overriding the score. The override must be signed off by an agency representative at a higher level of authority than direct service staff.

Additional Override: If a household has less than 15 points, but there is documentation that the household has been directly impacted by a federally declared disaster, the program can document reasons for overriding the score. The override must be signed off by an agency representative at a higher level of authority than direct service staff.

HOMELESS PREVENTION ASSESSMENT

9. Trigger Crisis: Client will lose housing within the next 30 days due to:

Moved twice or more in the past 60 days

Living in the home of another person because of economic hardship

Notified that right to occupy their current housing or living situation will be terminated within 14 days after date of application

Living in hotel or motel and cost is not paid for by charitable organization or government program for low-income people

Living in SRO or efficiency where more than 2 people live; or in a larger housing unit with more than 1 ½ people per room

Exiting a publicly funded institution or system of care

Exiting a publicly or privately funded inpatient substance abuse treatment program or transitional housing program

Living in rental housing that is being condemned by a government agency and tenants are being forced to move out



ACAM ESG Program – Screening & Intake

10. Barriers:

POINTS

Eviction history	1
No credit references: has no credit history	1
Lack of rental history: has not paid rent in the past	1
Unpaid rent or broken lease in the past (separate from current unpaid rent)	1
Poor credit history (late or unpaid debts, excessive debt, judgments, etc.)	1
Past Misdemeanors	1
Past Felony other than critical Felonies listed below	1
Exiting criminal justice system where incarcerated of less than 90 days	1
Critical felony record (<i>only</i> felonies involving drugs, sex crime, arson & crimes against other people)	5
Pregnant or has at least one child under age 6	5
Head of household is younger than age 30	5
Family experienced literal homelessness within the past 3 years	5
Only one adult in household	5

HP Prioritization Scoring: Circle all points that apply to the client/household. The total for each line is either zero or the max number of points for each question.

Prioritization Scoring: Circle all points that apply to the client/household.

POINTS

Income at or below 15% AMI	15% AMI Most current FY							20
Circle Household Size	1	2	3	4	5	6	7	8
Income Limit	Check HUD.gov and fill in correct income Limit Here:							

Income 16% - 29% AMI	16%-29% AMI Most current FY							10
Circle Household Size	1	2	3	4	5	6	7	8
Income Limit 16%	Check HUD.gov and fill in correct income Limit Here:							
Income Limit 29%	Check HUD.gov and fill in correct income Limit Here:							

Rent Burden is more than 66% of household income = MONTHLY RENT/ MONTHLY GROSS INCOME	5
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CLIENT'S SCORE:

	30% AMI FY Most current year							
Circle Household Size	1	2	3	4	5	6	7	8
Income Limit	Check HUD.gov and fill in correct income Limit Here:							
	50% AMI FY Most current year (FOR ESG CARES ONLY)							
Circle Household Size	1	2	3	4	5	6	7	8
Income Limit	Check HUD.gov and fill in correct income Limit Here:							

Total income is below the maximum allowable annual household income level: YES NO

Enter Completed ESG Income Screening Tool Data into HMIS for All Adults aged 16 and older at Entry; Recertify every 90 days; review and enter again at Exit.



ACAM ESG Program – Screening & Intake

Additional Tenant Barriers to Getting Housing (applies to ALL adult household members)

Do you have any pets?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please describe the type of pet, breed, and size:		
Do any household members have a service animal and service animal documentation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Barriers-Criminal History Description

Please describe all felonies including any violent crimes and production or possession of illegal substances and conviction dates:		
Please describe all misdemeanors:		
Are any household members required to register as a sex offender or arsonist?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please describe:		
Additional information (warrants to be cleared by homeless court):		

Personal Barriers to Getting or Keeping Housing

Substance Use/Abuse	Yes	No	Notes
Has substance use resulted in a loss of housing?			
Does substance use currently affect housing?			
Are you currently receiving substance use services?			
Would you like a referral for substance use services?			
Mental Health	Yes	No	Notes
Has a mental health condition resulted in housing loss?			
Does a mental health condition currently affect housing?			
Would you like a referral for mental health services?			
Domestic Violence/Abused	Yes	No	Notes
Has domestic violence/abuse resulted in housing loss?			
Does domestic violence/abuse currently affect housing?			
Do you currently have a restraining order in effect?			
Are you currently connected with a DV provider?			
Would you like a referral to a DV provider?			
Do you or anyone in your household have any other disabling condition? Do you need ADA accommodations?			
Additional information: (example: need accessible unit due to wheelchair, need a first floor unit due to emphysema)			

Part 8d: Income Barriers

	Yes	No	Notes
Do you lack steady, full time employment?			
Is your check currently being garnished?			
Do you lack high school diploma or GED?			
Job barrier: limited English proficiency?			
Job barrier: lack of reliable transportation?			
Job barrier: lack of reliable/affordable child care?			
Limited or no job skills?			
Limited or no work experience?			
Condition that prevents you from working?			
Not legally able to work in the US?			
Additional Information:			

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.

4b-AMI Calculations for Prioritization Tool 2020 effective 4-1-20 (updated for ESG CARES)

FY2020 Income Limits published by HUD effective 4/1/2020

30% AMI FY2020 (Based on HUD 30% Income Limits) *ESG								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$ 16,600	\$ 18,950	\$ 21,300	\$ 23,650	\$ 25,550	\$ 27,450	\$ 29,350	\$ 31,250

15% AMI FY2020 (ESG Priority per CoC)								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$8,280	\$9,465	\$10,650	\$11,820	\$12,780	\$13,725	\$14,670	\$15,615

16%-29% AMI FY2020 (ESG Priority per CoC)								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$8,832	\$10,096	\$11,360	\$12,608	\$13,632	\$14,640	\$15,648	\$16,656
Income Limit	\$16,008	\$18,299	\$20,590	\$22,852	\$24,708	\$26,535	\$28,362	\$30,189

*Check HUD.Gov for changes to income limits. These tables reflect FY2020 published April 1, 2020.

Harris County is part of Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area.

<https://www.huduser.gov/portal/datasets/il.html>

Go to <https://www.huduser.gov/portal/datasets/il.html> then CLICK on "DATA" to the right of the "Query Tool" and then scroll to the bottom of the page and select the "HUD 30% Income Limits for All Areas" and search for Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area" around rows 3904-4062. The direct link to this page is https://www.huduser.gov/portal/datasets/il.html#2020_data

2020 Very Low 31-50% for ESG CARES only								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$27,600	\$31,550	\$35,500	\$39,400	\$42,600	\$45,750	\$48,900	\$52,050

Special Populations and Non-Cash Benefits (Mainstream Resources)

Persons in at least one special population	
	Number of unduplicated people in the household in one or MORE special population.
<i>Below please report every special population participants meet criteria. Each participant may belong to more than one special populations listed 1-10.</i>	
Chronically Homeless	
	1. The unduplicated number of Program Participants who are persons experiencing Chronic Homelessness.
HIV/AIDS	
	2. The unduplicated number of Program Participants who are persons with HIV/AIDS.
Unaccompanied Children (Under 18)	
	3. The unduplicated number of Program Participants who are unaccompanied children. Unaccompanied children are persons under the age of 18 who are not presenting or sleeping in the same place as their parent or legal guardian or their own children.
Unaccompanied Youth (18-24)	
	4. The unduplicated number of Program Participants who are unaccompanied youth. Unaccompanied youth are persons ages 18 to 24 who are not presenting or sleeping in the same place as their parent or legal guardian or their own children.
Children of Parenting Youth (Under 18)	
	5. The unduplicated number of Program Participants who are children of parenting youth. Children of parenting youth are persons under the age of 18 who are presenting or sleeping in the same place as their parent or legal guardian who meets the definition of <i>Parenting Children and Youth</i> . Note that youth-headed households include unaccompanied children and youth (aged 24 and under), parenting children and youth (aged 24 and under), and children of parenting children/youth.
Parenting Children and Youth (Under 25)	
	6. The unduplicated number of Program Participants who are parenting children or parenting youth. Parenting children and youth are individuals ages 24 and under who are parenting a child/children. This category does not include the children in youth/children headed households.
Severe Mental Illness	
	7. The unduplicated number of Program Participants who are persons with Severe Mental Illness. (may include serious depression, serious anxiety, hallucinations, violent behavior or thoughts of suicide)
Chronic Substance Use Disorder	
	8. The unduplicated number of Program Participants who identify as having a substance abuse problem AND is expected to be of continued duration.
Veterans	
	9. The unduplicated number of Program Participants who are veterans.
Victims of Domestic Violence	
	10. The unduplicated number of Program Participants who are victims of domestic violence.
Other Special Populations	
	<i>Number of unduplicated people in the household in one or MORE "OTHER" special population.</i>
<i>Below please report every "Other Special Population" a participant meets criteria. Each participant may belong to more than one special populations listed 1-5.</i>	
	1. Disaster Victims
	2. People With Disabilities
	2. Youth Aging Out of Foster Care/Youth Facility
	4. Exiting Correctional Program/Institution
	5. Exiting Healthcare/Mental Health Facility

Non-Cash Benefits					
Enter 1 if Received	# in Household Receiving	Non-Cash Benefits (Mainstream Resources)	Enter 1 if Received	# in Household Receiving	Non-Cash Benefits (Mainstream Resources)
		Food Stamps			TANF Child Care Services
		Gold Card Program			TANF Transportation Services
		MEDICARE Health Insurance Program			Other TANF-Funded Services
		State Children's Health Insurance Program			Section 8, Public Housing or Other Rental Assistance
		Special Supplemental Nutrition Program for WIC			Other Source
		VA Medical Services			Other Source

[Insert Name of Housing Provider^{1]}

Notice of Occupancy Rights under the Violence Against Women Act²

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 VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.⁴ 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, 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.

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

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.

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-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 may find referrals by contacting the Victim Connect Resource Center, a project of the NCVV, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at <http://victimconnect.org/get-help/connect-directory/>.

Legal Resources

TexasLawHelp.org

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.

[Introducir el nombre del proveedor de la vivienda (HP, por sus siglas en inglés)]¹

Notificación de derechos de ocupación en virtud de la Ley de violencia contra la mujer²

A todos los Arrendatarios y Solicitantes

En virtud de la Ley de violencia contra la mujer (Violence Against Women Act, VAWA), se brinda protección a todas aquellas personas que hayan sido víctimas de violencia doméstica, violencia en una relación, abuso sexual o acoso.³ La protección que se ofrece por medio de la VAWA se encuentra disponible de manera igualitaria para todos los individuos, independientemente del sexo, la identidad de género o la orientación sexual.⁴ El Departamento de Vivienda y Asuntos de la Comunidad de Texas (Texas Department of Housing and Community Affairs, TDCHA) es el organismo estatal encargado de supervisar (por favor marque con un círculo el programa cubierto correspondiente) **el “programa cubierto” Crédito Fiscal para la Vivienda, HOME Multifamiliar, Asistencia para el arrendamiento en función del Arrendatario de HOME, Programa de Asistencia de Créditos Fiscales-Fondos de Repago, Fondo Fiduciario Nacional de Viviendas, Subsidio para Soluciones de Emergencia y el Programa de Elección de Viviendas.** En la presente notificación, se le explican sus derechos en virtud de la VAWA. Se adjunta a la presente notificación un formulario de certificación aprobado por el Departamento de Vivienda (HUD, por sus siglas en inglés) de los Estados Unidos. Puede completar el formulario para indicar que es o que ha sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso, y que desea hacer uso de los derechos que le confiere la VAWA.

Protección para Solicitantes

Si, de algún otro modo, reúne los requisitos para recibir asistencia en virtud de **uno de los programas cubiertos mencionados**, no se le puede negar el ingreso ni la asistencia como consecuencia de ser o haber sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso.

Protección para Arrendatarios

Si recibe asistencia en virtud del **programa cubierto**, no se le puede negar la asistencia, exigirle que cese la participación ni ser desalojado de la propiedad que alquila por ser o haber sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso.

Así mismo, en caso de que usted o un individuo a su cargo sea o haya sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso por parte de un miembro de su hogar o un huésped, no se le podrá negar la asistencia con el arrendamiento ni los derechos de ocupación en virtud del **programa cubierto** exclusivamente con motivo de la actividad delictiva

¹ En esta notificación, se utiliza la abreviatura HP para referirse al proveedor de la vivienda. No obstante, dicho proveedor deberá escribir su nombre cada vez que aparezca HP en el texto. En las reglamentaciones pertinentes al programa, se identifica al individuo o a la entidad responsables de entregar la notificación de derechos de ocupación.

² A pesar del nombre que se le ha asignado a la ley, la protección que ofrece la VAWA se encuentra disponible para todos, independientemente del sexo, la identidad de género o la orientación sexual.

³ En la VAWA, se utiliza el término “víctimas” para describir a quienes se encuentran protegidos por la VAWA. No obstante, en el presente, el Departamento hace referencia a este tipo de personas como individuos sujetos a protecciones en virtud de la VAWA.

⁴ Los proveedores de viviendas que participan de los programas cubiertos no pueden ejercer ningún tipo de discriminación producto de una característica protegida, como raza, color, nacionalidad, religión, sexo, situación familiar, discapacidad o edad. Las viviendas con asistencia del HUD y con seguro del HUD deben ponerse a disposición de todos los individuos que reúnen los requisitos necesarios, independientemente de la orientación sexual, la identidad de género o el estado civil reales o percibidos.

directamente relacionada con dicho hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso.

La expresión “individuo a su cargo” puede hacer referencia a su cónyuge, padre, madre, hermano, hermana, hijo o hija; o bien a una persona respecto de la cual usted ocupa la función de padre o tutor (por ejemplo, que el individuo a cargo se encuentre bajo su cuidado, custodia o control) o a cualquier individuo, arrendatario u ocupante legal que viva en su hogar.

Retirar al abusador o perpetrador del hogar

El proveedor de la vivienda (HP) podrá dividir (bifurcar) el alquiler a fin de desalojar al individuo o dar por finalizada la asistencia del individuo que ha participado de una actividad delictiva (el abusador o perpetrador) directamente relacionada con violencia doméstica, violencia en una relación, abuso sexual o acoso.

En caso de que el HP decida retirar al abusador o perpetrador de la vivienda, no podrá retirarles a los Arrendatarios que reúnen los requisitos necesarios el derecho de permanecer en la unidad o, de algún otro modo, reprender a los demás arrendatarios. En caso de que el abusador o perpetrador desalojado fuese el único arrendatario que reúne los requisitos necesarios establecidos para obtener asistencia en virtud del programa, el HP debe permitirles al arrendatario que posee protección de la VAWA y al resto de los miembros del hogar permanecer en la unidad por un tiempo, a fin de determinar el cumplimiento de requisitos en virtud del programa o de otro programa de viviendas otorgado por el HUD y amparado por la VAWA, o de buscar otra vivienda.

En el momento de retirar al abusador o perpetrador del hogar, el HP debe cumplir con los procedimientos federales, estatales y locales de desalojo. Para dividir un alquiler, el HP podrá, aunque no está obligado a hacerlo, solicitarle algún tipo de documentación o certificación en relación con los hechos de violencia doméstica, violencia en una relación, abuso sexual o acoso (por ejemplo, el formulario de autocertificación 5382 del HUD).

Traslado a otra unidad

Conforme usted lo solicite, el HP podrá permitirle que se traslade a otra unidad, sujeto a disponibilidad de unidades, y que, aun así, conserve la asistencia. A fin de aprobar una solicitud, el HP podrá pedirle que presente documentación en la que se indique que solicita el traslado con motivo de un hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso. En caso de que se trate de una solicitud de traslado de emergencia, el proveedor de la vivienda podrá pedirle que presente una solicitud por escrito, o bien que complete un formulario por medio del cual se certifique que reúne los requisitos correspondientes para solicitar un traslado de emergencia conforme se establece en la VAWA. Los criterios son los siguientes:

- (1) **Ser víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso.** En caso de que el proveedor de la vivienda todavía no cuente con documentación en la que conste que usted ha sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso, podrá solicitarle que presente dicha documentación, conforme se describe en la sección sobre documentación más abajo.
- (2) **Solicitar expresamente el traslado de emergencia.** El proveedor de la vivienda puede optar por solicitarle que presente un formulario o aceptar otro tipo de solicitud en forma verbal o por escrito.

(3) Tener fundamentos razonables para sentirse amenazado de sufrir un daño inminente producto de otros actos de violencia en caso de permanecer en la unidad actual. Esto significa que tiene motivos para temer que, en caso de no trasladarse, podría sufrir un acto de violencia en el futuro muy cercano.

O BIEN

Haber sido víctima de abuso sexual y que el abuso haya ocurrido en el lugar durante el período de 90 días calendario previo a la solicitud del traslado. En caso de haber sido víctima de abuso sexual, podrá, además de reunir los requisitos para un traslado de emergencia debido a que tiene motivos suficientes para sentirse amenazado de sufrir un daño inminente producto de otros actos de violencia si permanece en la unidad, cumplir con los requisitos para acceder a un traslado de emergencia en caso de que el abuso sexual haya ocurrido dentro de la propiedad respecto de la cual procura trasladarse, y que el abuso haya tenido lugar durante el período de 90 días calendario previo a la solicitud expresa del traslado.

El HP conservará la confidencialidad de todas las solicitudes de traslado de emergencia realizadas por víctimas de violencia doméstica, violencia en una relación, abuso sexual o acoso, y trabajará para garantizar la confidencialidad de la ubicación a la que se trasladen la víctima y sus familiares.

En el plan de traslado de emergencia del HP, se proporciona información adicional sobre dichos traslados. El HP debe proporcionarle una copia de su plan de traslado de emergencia en caso de que usted lo solicite.

Documentar el hecho de ser o haber sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso

Aunque no está obligado a hacerlo, el HP puede solicitarle que presente documentación por medio de la cual se “certifica” que usted es o ha sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso. Dicha solicitud por parte del HP debe entregarse por escrito. El HP debe concederle, como mínimo, 14 días hábiles (no se toman en cuenta sábados, domingos ni feriados nacionales) desde el día en que recibe la solicitud de documentación.

Aunque no está obligado a hacerlo, el HP podrá extender la fecha límite para la presentación de la documentación, en caso de que usted así lo solicite.

Puede presentar como documentación ante el HP uno de los siguientes comprobantes. Usted elige cuál de los siguientes comprobantes presentará en caso de que el HP le pida que proporcione documentación en la que se pruebe que es o ha sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso.

- Un formulario de certificación completo aprobado por el HUD (formulario 5382 del HUD), que el HP le entregó junto con esta notificación, en el que se documente el hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso. En el formulario, se le pedirá su nombre, la fecha, hora y lugar del hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso, y una descripción del hecho. En el formulario de certificación, puede incluirse el nombre del abusador o perpetrador, en caso de que se sepa quién es y sea seguro indicar su identidad.
- Un registro de un organismo del cumplimiento de la ley, un tribunal o un organismo administrativo federal, estatal, tribal, territorial o local en el que se documente el hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso. Entre los ejemplos de dichos registros, pueden mencionarse informes policiales, órdenes de protección y órdenes de restricción, entre otros.

- Una declaración, que debe llevar su firma, junto con la firma de un empleado, agente o voluntario de un proveedor de servicios a la víctima, un abogado, un profesional de la medicina o un profesional de la salud mental (denominados, en forma conjunta, “profesionales”) a quienes recurrió para obtener asistencia y abordar las situaciones de violencia doméstica, violencia en una relación, abuso sexual o acoso, o los efectos derivados del abuso. Así mismo, el profesional que usted seleccione deberá jurar bajo pena de perjurio que considera que el hecho o los hechos de violencia doméstica, violencia en una relación, abuso sexual o acoso son motivo suficiente para solicitar protección.
- Cualquier otro tipo de declaración o prueba que el HP haya acordado aceptar.

Si omite presentar o se niega a presentar uno de estos documentos en un período de 14 días hábiles, el HP no está obligado a brindarle las protecciones mencionadas en esta notificación.

Si el HP recibe pruebas incompatibles de un hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso (como formularios de certificación por parte de dos o más miembros de un hogar, en el que cada uno alegue ser víctima y nombre a uno o más del resto de los miembros del hogar como abusadores o perpetradores), el HP tiene derecho a solicitarle que presente documentación de terceros dentro de un período de treinta (30) días calendario a fin de proceder con la resolución del conflicto. Si omite presentar o se niega a presentar documentación de terceros cuando haya pruebas incompatibles, el HP no está obligado a brindarle las protecciones mencionadas en esta notificación.

Confidencialidad

El HP debe conservar la confidencialidad de la información que usted proporcione en relación con el ejercicio de sus derechos en virtud de la VAWA, incluido el hecho de que ejerce sus derechos en virtud de la VAWA.

El HP no debe permitir que ningún individuo que administre la asistencia u otros servicios en nombre del HP (por ejemplo, empleados y contratistas) tenga acceso a información confidencial, excepto por motivos especiales que exijan que estos individuos tengan acceso a este tipo de información de conformidad con las leyes federales, estatales o locales correspondientes.

El HP no debe ingresar información sobre su persona en ninguna base de datos compartida ni divulgar su información a otro individuo o entidad. No obstante, el HP podrá divulgar la información proporcionada en caso de que:

- Usted le otorgue al HP permiso por escrito para divulgar la información por un tiempo limitado.
- El HP necesite utilizar la información en un procedimiento de desalojo o terminación, como el desalojo de su abusador o perpetrador, o la culminación de la asistencia al abusador o perpetrador de conformidad con este programa.
- La ley le exija al HP o al propietario divulgar la información.

La VAWA no limita la obligación del HP de cumplir con las órdenes de los tribunales respecto del acceso o el control de la propiedad. Esto incluye las órdenes que se emiten para proteger a una víctima y las órdenes mediante las cuales se divide la propiedad entre los miembros del hogar en casos en que la familia se desintegra.

Motivos por los cuales puede darse por finalizada la asistencia o puede desalojarse a un arrendatario que reúne los requisitos para acceder a los derechos de ocupación en virtud de la VAWA

Usted puede sufrir un desalojo o dejar de recibir asistencia en caso de violaciones graves o reiteradas del alquiler que no están relacionadas con actos de violencia doméstica, violencia en una relación, abuso sexual o acoso que se cometan en su contra. Sin embargo, el HP no puede someter a los arrendatarios que hayan sido víctimas de violencia doméstica, violencia en una relación, abuso sexual o acoso a un conjunto de reglas más exigente que el que rige para los arrendatarios que no han sido víctimas de violencia doméstica, violencia en una relación, abuso sexual o acoso.

Es posible que las protecciones que se describen en esta notificación no se apliquen y que usted sufra un desalojo y deje de recibir asistencia en caso de que el HP pueda demostrar que el hecho de no desalojarlo o darle por finalizada la asistencia podría representar un peligro físico real que:

- 1) Podría tener lugar en un lapso inmediato; y
- 2) Podría derivar en la muerte o el daño físico grave de otros arrendatarios o de quienes trabajan en la propiedad.

Si el HP puede demostrar lo antedicho, el HP solo debería darle por finalizada la asistencia o desalojarlo en caso de que no puedan tomarse otras medidas para reducir o eliminar la amenaza.

Otras leyes

La VAWA no reemplaza ninguna ley federal, estatal ni local que ofrezca un mayor nivel de protección a individuos que son víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso. Puede tener derecho a recibir otro tipo de protección en relación con la vivienda para personas que son víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso en virtud de otras leyes federales, así como de las leyes estatales y locales.

Incumplimiento de los requisitos establecidos en esta notificación

Para denunciar el incumplimiento de estos derechos por parte de un proveedor de viviendas cubierto y obtener asistencia adicional, en caso de ser necesario, comuníquese con el TDCHA o presente un reclamo ante este organismo en <https://www.tdhca.state.tx.us/complaint.htm>, o bien llame al 800-525-0657 o al 817-978-5600, oficina regional del HUD en Fort Worth, (800) 669-9777 (TTY 817-978-5595).

Para obtener más información

Puede acceder a una copia de la reglamentación final de la VAWA del HUD en:

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

Además, el HP debe poner a su disposición una copia de las reglamentaciones de la VAWA del HUD en caso de que usted solicite acceso a ellas.

Si desea realizar preguntas en relación con la VAWA y/o si necesita trasladarse producto de un hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso, por favor comuníquese con el Departamento de Vivienda y Asuntos de la Comunidad de Texas al 512-475-3800 o 800-475-3800 (servicio telefónico de retransmisión Relay Texas: 800-735-2989) para obtener ayuda y encontrar otras viviendas disponibles (tenga en cuenta que ésta no es una línea directa para denunciar casos de violencia doméstica). En función de su ubicación, el Departamento también contará con un listado de proveedores de servicios y abogados locales que pueden ayudarlo a trasladarse a una unidad segura y disponible. Para obtener más información sobre leyes de viviendas y otras leyes que brindan protección u ofrecen otras

opciones a los sobrevivientes, comuníquese con el Equipo de Políticas del Consejo de Texas sobre Violencia Familiar (Texas Council on Family Violence Policy Team) al 1-800-525-1978.

Recursos sobre violencia doméstica, abuso sexual y acoso

Para conversar con un abogado y obtener asistencia confidencial, información y derivaciones en relación con la violencia doméstica las 24 horas, todos los días, comuníquese con la Línea Directa Nacional de Violencia Doméstica al 1-800-799-7233; las personas con dificultades auditivas deben llamar al 1-800-787-3224 (TTY). Así mismo, puede visitar el sitio web del Consejo de Texas sobre Violencia Familiar para acceder a un listado de proveedores de servicios locales relacionados con la violencia doméstica: http://tcfv.org/service-directory/?wpbdp_view=all_listings.

Para acceder a servicios de asistencia confidencial y derivación a un centro local de atención de crisis por abusos sexuales, las 24 horas, todos los días, póngase en contacto con la línea directa de RAINN: Rape, Abuse & Incest National Network (Red Nacional contra Violaciones, Abusos e Incesto), al 1-800-656-HOPE. También puede visitar el sitio web de la Asociación Texana contra Abusos Sexuales (Texas Association Against Sexual Assault) para encontrar centros locales de atención de crisis: <http://taasa.org/crisis-center-locator/>.

Para obtener información sobre el acoso, visite el Centro de Recursos sobre el Acoso del Centro Nacional de Víctimas de Delitos (National Center for Victims of Crime, NCVC) en <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Para obtener derivaciones, las víctimas de distintos delitos pueden comunicarse con el Centro de Recursos Victim Connect, que es un proyecto del NCVC, llamar a la línea directa de Victim Connect: 855-4-VICTIM (855-484-2846) o buscar proveedores locales en <http://victimconnect.org/get-help/connect-directory/>.

Recursos legales

TexasLawHelp.org

www.texaslawhelp.org

TexasLawHelp.org es un sitio web que proporciona información legal gratuita y confiable sobre distintos temas, como legislación sobre familia, protección del consumidor y asistencia con deudas, salud y beneficios, legislación laboral, vivienda, testamentos y planificación de la vida, e inmigración. En el sitio web, hay formularios legales interactivos y para descargar, herramientas de autoayuda y videos sobre asuntos legales. Además, en la página se indica cómo buscar servicios legales gratuitos en su localidad.

Texas Advocacy Project, A VOICE (Proyecto de Defensoría de Texas, UNA VOZ)

1.888. 343.4414

El proyecto Advocates for Victims of Crime (A VOICE) (Defensores de Víctimas de Delitos [UNA VOZ]), del Centro de Servicios Legales de Texas (Texas Legal Services Center), brinda representación legal directa y gratuita, y recomendaciones a víctimas de delitos violentos. Además, ofrece información educativa sobre los derechos de las víctimas de delitos y brinda asistencia con la presentación de solicitudes del programa Crime Victims Compensation (Compensación para Víctimas de Delitos). Nota: Por lo general, quienes se comunican dejan un mensaje y un abogado les responde el llamado.

Legal Aid for Survivors of Sexual Assault (LASSA, Asistencia Legal para Sobrevivientes de Abusos Sexuales)

1-844-303-SAFE (7233)

Tab 2, No. 4d2 Notice of Occupancy Rights VAWA Form 5380 SPANISH Page 6 of 8

Hay abogados disponibles para responder la línea directa de LASSA los siete días de la semana. Los abogados de la línea directa les brindan a los sobrevivientes de abusos sexuales información legal y asesoramiento sobre asuntos legales que pueden surgir con posterioridad a un abuso sexual, incluidos los derechos, la vivienda y la planificación de la seguridad de las víctimas de delitos.

Línea Legal de Violencia Familiar

800-374-HOPE

El Texas Advocacy Project ofrece la línea HOPE de lunes a viernes de 9:00 a. m. a 5:00 p. m. Hay abogados que ofrecen ayuda con una serie de asuntos legales relacionados con violencia doméstica, abuso sexual y acoso.

Adjunto: Formulario de certificación HUD-5382.

RECEIPT OF VIOLENCE AGAINST WOMEN ACT "VAWA" PROTECTIONS AND RIGHTS

Emergency Solutions Grants ("ESG") Service Provider Org.:

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.



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 Web: www.tdhca.state.tx.us



RECIBO DE LAS PROTECCIONES Y LOS DERECHOS CONFORME A LA LEY DE VIOLENCIA

Organización proveedora de servicios para soluciones de emergencia (“ESG”, por su sigla en inglés)

Nombre del participante/solicitante del programa:

La Ley de Violencia contra la Mujer (VAWA, por su sigla en inglés) volvió a ser autorizada en el 2013 y garantiza protecciones y derechos básicos a los solicitantes y los residentes que reciben ayuda para la renta. Los solicitantes y participantes en el Programa de ESG deben recibir la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer”, que se basa en el formulario 5380 del Departamento de Vivienda y Desarrollo Urbano (HUD, por su sigla en inglés), así como la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” (formulario 5382 del HUD).

Recibo inicial de la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” al momento de la entrega de la solicitud de ayuda para la renta

He recibido, leído y entendido la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” (Formulario 5382 del HUD).

Firma del solicitante

Fecha de solicitud:

Recibo de la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” Previo a la ejecución del acuerdo de ayuda para la renta con el Destinatario de subsidios ESG

He sido aprobado a recibir la ayuda para la renta ESG y he recibido, leído y entendido la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” (Formulario 5382 del HUD).

Firma del participante

Fecha del acuerdo de ayuda para la renta

Recibo de la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” al momento del aviso de desalojo o de la terminación de la ayuda.

Me están desalojando o la ayuda que recibo para la renta, en virtud del ESG, está a punto de terminar y he recibido, leído y entendido la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” (Formulario 5382 del HUD).

Firma del participante

Fecha de desalojo/de no renovación de la renta

Recibo de la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” al momento de la recertificación anual del ESG o de la renovación de la renta

Estoy renovando la ayuda que recibo con la renta en virtud del ESG o mi renta está a siendo renovada, y he recibido, leído y entendido la “Notificación de derechos de ocupación en virtud de la Ley de Violencia Contra la Mujer” y la “Certificación de violencia doméstica, violencia en una relación, abuso sexual o acoso” (Formulario 5382 del HUD).

Firma del participante

Fecha de renovación de la renta

Se realizarán ajustes razonables para las personas con discapacidades y se ofrecerá asistencia con el idioma a las personas con un dominio limitado del idioma inglés.

DEPARTAMENTO DE VIVIENDA Y ASUNTOS COMUNITARIOS DE TEXAS

Dirección: 221 East 11th Street, Austin, TX 78701 Dirección postal: PO Box 13941, Austin, TX 78711

Teléfono principal: 512-475-3800 Línea gratuita: 1-800-525-0657 Correo electrónico: info@tdhca.state.tx.us Página

web: www.tdhca.state.tx.us



Tab 2, 4d4

Programa de ESG del Departamento de Vivienda y Asuntos Comunitarios de Texas (TDHCA, por su sigla en inglés)

Recibo de las protecciones y los derechos conforme a la VAWA

Junio de 2017

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

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.

Form HUD-5382
(12/2016)

**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.

Propósito del formulario: La Ley de Violencia contra la Mujer (Violence Against Women Act, VAWA) brinda protección a solicitantes, arrendatarios y participantes de ciertos programas del Departamento de Viviendas (HUD, por sus siglas en inglés) contra desalojos, negación de asistencia en relación con las viviendas o terminación de la asistencia para la vivienda con motivo de actos de violencia doméstica, violencia en una relación, abuso sexual o acoso que pesen en su contra. A pesar del nombre que se le ha asignado a esta ley, la protección que ofrece la VAWA se encuentra disponible para víctimas de violencia doméstica, violencia en una relación, abuso sexual y acoso, independientemente del sexo, la identidad de género o la orientación sexual.

Uso de este formulario opcional: En caso de que procure obtener protección en virtud de la VAWA por parte de su proveedor de viviendas, dicho proveedor podrá entregarle una solicitud por escrito por medio de la cual se le pide que presente documentación sobre el hecho o los hechos de violencia doméstica, violencia en una relación, abuso sexual o acoso.

En respuesta a dicha solicitud, usted o alguien en su nombre deberá completar este formulario opcional y presentarlo ante su proveedor de viviendas, o bien puede presentar uno de los siguientes tipos de documentación de terceros:

- (1) Un documento, que debe llevar su firma, junto con la firma de un empleado, agente o voluntario de un proveedor de servicios a la víctima, un abogado, un profesional de la medicina o un profesional de la salud mental (denominados, en forma conjunta, “profesionales”) a quienes recurrió para obtener asistencia y abordar las situaciones de violencia doméstica, violencia en una relación, abuso sexual o acoso, o los efectos derivados del abuso. En el documento, debe especificarse bajo pena de perjurio que el profesional considera que el hecho o los hechos de violencia doméstica, violencia en una relación, abuso sexual o acoso tuvieron lugar y se ajustan a la definición de “violencia doméstica”, “violencia en una relación”, “abuso sexual” o “acoso” conforme se establece en las reglamentaciones del HUD incluidas en la sección 5.2003 del título 24 del Código de Reglamentaciones Federales (CFR, por sus siglas en inglés);
- (2) Un registro de un organismo del cumplimiento de la ley, un tribunal o un organismo administrativo federal, estatal, tribal, territorial o local; o
- (3) A criterio del proveedor de la vivienda, una declaración o algún otro tipo de prueba proporcionados por el solicitante o el arrendatario.

Presentación de la documentación: El período para presentar la documentación es de catorce (14) días hábiles a partir de la fecha en que recibe la solicitud por escrito por parte del proveedor de viviendas en la que se le pide que presente documentación en relación con el hecho de violencia doméstica, violencia en una relación, abuso sexual o acoso. Aunque no está obligado a hacerlo, el proveedor de viviendas podrá extender la fecha límite establecida para presentar la documentación, en caso de que usted solicite una extensión de dicha fecha. Si no se recibe la información solicitada dentro de los catorce (14) días hábiles posteriores a la recepción de la solicitud de documentación, o de la extensión de la fecha establecida por el proveedor de viviendas, el proveedor de viviendas no está obligado a otorgarle ninguna de las

protecciones establecidas en la VAWA. La distribución o la emisión de este formulario no representa una solicitud de certificación por escrito.

Confidencialidad: La totalidad de la información que se le proporciona a su proveedor de viviendas en relación con el (los) hecho(s) de violencia doméstica, violencia en una relación, abuso sexual o acoso se conservará confidencial y no se ingresará en ninguna base de datos compartida. Los empleados de su proveedor de viviendas no tendrán acceso a dicha información, excepto para los fines de otorgarle o rechazarle protecciones en virtud de la VAWA. Así mismo, tales empleados no divulgarán esta información a ninguna entidad o individuo, excepto que la divulgación: (i) cuente con su aprobación por escrito para divulgar la información por un tiempo limitado; (ii) deba utilizarse en un procedimiento de desalojo o en una audiencia vinculada con la terminación de la asistencia; o (iii) fuese a utilizarse de algún otro modo conforme lo exija la ley vigente.

PARA QUE COMPLETE LA VÍCTIMA DE UN HECHO DE VIOLENCIA DOMÉSTICA, VIOLENCIA EN UNA RELACIÓN, ABUSO SEXUAL O ACOSO, O ALGUIEN EN SU NOMBRE

1. Fecha en que la víctima recibe la solicitud por escrito: _____

2. Nombre de la víctima: _____

3. Su nombre (en caso de ser diferente del de la víctima): _____

4. Nombre(s) de otro(s) miembro(s) de la familia que se menciona(n) en el contrato de alquiler

5. Residencia de la víctima: _____

6. Nombre del perpetrador acusado (si lo sabe y no es riesgoso divulgarlo): _____

7. Relación del perpetrador acusado con la víctima: _____

8. Fecha(s) y hora(s) del (de los) hecho(s) (si lo sabe): _____

10. Lugar del (de los) hecho(s): _____

Con sus propias palabras, describa brevemente el (los) hecho(s):

Por el presente, se certifica que la información proporcionada en este formulario es verdadera y correcta a mi leal saber y entender, y que el individuo que se menciona en el punto 2 es o ha sido víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso. Sé que el hecho de proporcionar información falsa podría poner en peligro el derecho de acceder al programa y servir como fundamento para que se rechace el ingreso, se dé por finalizada la asistencia o se proceda al desalojo.

Firma _____ Firmado el (fecha) _____

Tiempo necesario para la recopilación: El tiempo necesario para la recopilación de estos datos se estima en una (1) hora promedio por respuesta, incluido el tiempo que se necesita para recopilar, revisar y presentar los datos. El proveedor de viviendas utilizará la información para solicitar la certificación de que el solicitante o el arrendatario es víctima de violencia doméstica, violencia en una relación, abuso sexual o acoso. La información queda sujeta a los requisitos de confidencialidad establecidos en la VAWA. Este organismo no recopilará este tipo de información, y usted no está obligado a completar el presente formulario, excepto que contenga un número de control de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés) actualmente válido.

ESG PREVENTION Income Eligibility Calculation Worksheet

To be eligible for ESG Prevention assistance, households must be below 30% of the Area Median Income (50% of AMI for ESG CARES) (and meet other eligibility requirements). Case Managers may use this sample worksheet to determine whether an applicant household meets the ESG income eligibility threshold. A copy of this worksheet should be kept in the ESG participant case file.

Household Member Number	Household Member Name				Age of Household Member
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
		Total Household Members (Household size)			
		30% of Area Median Income (AMI) for Household Size			
Household Member Number/Name	Sources of Household Income	Documented Current Income Amount Before Taxes	Number of Payments per Year	Annual Gross Income (gross income amount X # of	
	Earned Income (for ADULT household members only)			\$ -	
	Earned Income (for ADULT household members only)			\$ -	
	Earned Income (for ADULT household members only)	\$ -		\$ -	
	Self-employment/business income	\$ -		\$ -	
	Self-employment/business income	\$ -		\$ -	
	Interest & Dividend Income	\$ -		\$ -	
	Interest & Dividend Income	\$ -		\$ -	
	Pension/Retirement Income	\$ -		\$ -	
	Pension/Retirement Income	\$ -		\$ -	
	Unemployment & Disability Income	\$ -		\$ -	
	Unemployment & Disability Income	\$ -		\$ -	
	TANF/Public Assistance	\$ -		\$ -	
	TANF/Public Assistance	\$ -		\$ -	
	Alimony, Child Support and Foster Care Income	\$ -		\$ -	
	Alimony, Child Support and Foster Care Income	\$ -		\$ -	
	Armed Forces Income	\$ -		\$ -	
	Armed Forces Income	\$ -		\$ -	
	Other (specify):	\$ -		\$ -	
	Other (specify):	\$ -		\$ -	
Total Annual Gross Income from all Sources					\$ -
30% of Area Median Income for Household Size					\$ -
Difference (If less than AMI, then household is income eligible)					\$ -
Is the household below 30% Area Median Income?					NO-Not Income Eligible

ESG Income Eligibility Calculation Worksheet EXAMPLE

To be eligible for ESG Prevention assistance, households must be below 30% of the Area Median Income (50% of AMI for ESG CARES) (and meet other eligibility requirements). Case Managers may use this sample worksheet to determine whether an applicant household meets the ESG income eligibility threshold. A copy of this worksheet should be kept in the ESG participant case file.

Household Member Number	Household Member Name		Age of Household Member		
1	Jane Smith		50		
2	Bob Smith		16		
3	Joe Smith		19		
4					
5					
6					
7					
8					
9					
10					
11					
Total Household Members (Household size)					3
30% of Area Median Income (AMI) for Household Size					\$ 21,300
Household Member Number/Name	Sources of Household Income	Gross Documented Current Income Amount	Frequency of Income	Number of Payments per Year	Annual Gross Income (gross income amount X # of payments per year)
1/Jane Smith	Earned Income (for ADULT household members only)	\$ 325	Weekly	52	\$ 16,900
3/Joe Smith	Earned Income (for ADULT household members only)	\$ 400	Bi-Weekly	26	\$ 10,400
	Earned Income (for ADULT household members only)	\$ -			\$ -
	Self-employment/business income	\$ -			\$ -
	Self-employment/business income	\$ -			\$ -
	Interest & Dividend Income	\$ -			\$ -
	Interest & Dividend Income	\$ -			\$ -
	Pension/Retirement Income	\$ -			\$ -
	Pension/Retirement Income	\$ -			\$ -
	Unemployment & Disability Income	\$ -			\$ -
	Unemployment & Disability Income	\$ -			\$ -
	TANF/Public Assistance	\$ -			\$ -
	TANF/Public Assistance	\$ -			\$ -
1/Jane Smith	Alimony, Child Support and Foster Care Income	\$ 250	Monthly	12	\$ 3,000
	Alimony, Child Support and Foster Care Income	\$ -			\$ -
	Armed Forces Income	\$ -			\$ -
	Armed Forces Income	\$ -			\$ -
	Other (specify):	\$ -			\$ -
	Other (specify):	\$ -			\$ -
Total Annual Gross Income from all Sources					\$ 30,300
50% of Area Median Income for Household Size:					\$ 21,300
Variance (If less than AMI, then household is income eligible)					\$ 9,000
Is the household at or below 30% Area Median Income?					NO-Not Income Eligible

ESG CARES PREVENTION Income Eligibility Calculation Worksheet

To be eligible for ESG Prevention assistance, households must be below 30% of the Area Median Income (50% of AMI for ESG CARES) (and meet other eligibility requirements). Case Managers may use this sample worksheet to determine whether an applicant household meets the ESG income eligibility threshold. A copy of this worksheet should be kept in the ESG participant case file.

Household Member Number	Household Member Name				Age of Household Member
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
		Total Household Members (Household size)			
		50% of Area Median Income (AMI) for Household Size			
Household Member Number/Name	Sources of Household Income	Documented Current Income Amount Before Taxes	Number of Payments per Year	Annual Gross Income (gross income amount X # of	
	Earned Income (for ADULT household members only)			\$ -	
	Earned Income (for ADULT household members only)			\$ -	
	Earned Income (for ADULT household members only)	\$ -		\$ -	
	Self-employment/business income	\$ -		\$ -	
	Self-employment/business income	\$ -		\$ -	
	Interest & Dividend Income	\$ -		\$ -	
	Interest & Dividend Income	\$ -		\$ -	
	Pension/Retirement Income	\$ -		\$ -	
	Pension/Retirement Income	\$ -		\$ -	
	Unemployment & Disability Income	\$ -		\$ -	
	Unemployment & Disability Income	\$ -		\$ -	
	TANF/Public Assistance	\$ -		\$ -	
	TANF/Public Assistance	\$ -		\$ -	
	Alimony, Child Support and Foster Care Income	\$ -		\$ -	
	Alimony, Child Support and Foster Care Income	\$ -		\$ -	
	Armed Forces Income	\$ -		\$ -	
	Armed Forces Income	\$ -		\$ -	
	Other (specify):	\$ -		\$ -	
	Other (specify):	\$ -		\$ -	
Total Annual Gross Income from all Sources					\$ -
50% of Area Median Income for Household Size					\$ -
Difference (If less than AMI, then household is income eligible)					\$ -
Is the household below 50% Area Median Income?					NO-Not Income Eligible

ESG CARES Income Eligibility Calculation Worksheet EXAMPLE

To be eligible for ESG Prevention assistance, households must be below 30% of the Area Median Income (50% of AMI for ESG CARES) (and meet other eligibility requirements). Case Managers may use this sample worksheet to determine whether an applicant household meets the ESG income eligibility threshold. A copy of this worksheet should be kept in the ESG participant case file.

Household Member Number	Household Member Name		Age of Household Member		
1	Jane Smith		50		
2	Bob Smith		16		
3	Joe Smith		19		
4					
5					
6					
7					
8					
9					
10					
11					
Total Household Members (Household size)					3
50% of Area Median Income (AMI) for Household Size					\$ 35,500
Household Member Number/Name	Sources of Household Income	Gross Documented Current Income Amount	Frequency of Income	Number of Payments per Year	Annual Gross Income (gross income amount X # of payments per year)
1/Jane Smith	Earned Income (for ADULT household members only)	\$ 325	Weekly	52	\$ 16,900
3/Joe Smith	Earned Income (for ADULT household members only)	\$ 400	Bi-Weekly	26	\$ 10,400
	Earned Income (for ADULT household members only)	\$ -			\$ -
	Self-employment/business income	\$ -			\$ -
	Self-employment/business income	\$ -			\$ -
	Interest & Dividend Income	\$ -			\$ -
	Interest & Dividend Income	\$ -			\$ -
	Pension/Retirement Income	\$ -			\$ -
	Pension/Retirement Income	\$ -			\$ -
	Unemployment & Disability Income	\$ -			\$ -
	Unemployment & Disability Income	\$ -			\$ -
	TANF/Public Assistance	\$ -			\$ -
	TANF/Public Assistance	\$ -			\$ -
1/Jane Smith	Alimony, Child Support and Foster Care Income	\$ 250	Monthly	12	\$ 3,000
	Alimony, Child Support and Foster Care Income	\$ -			\$ -
	Armed Forces Income	\$ -			\$ -
	Armed Forces Income	\$ -			\$ -
	Other (specify):	\$ -			\$ -
	Other (specify):	\$ -			\$ -
Total Annual Gross Income from all Sources					\$ 30,300
50% of Area Median Income for Household Size:					\$ 35,500
Variance (If less than AMI, then household is income eligible)					\$ (5,200)
Is the household at or below 50% Area Median Income?					YES-Income Eligible

CERTIFICACIÓN DE INGRESOS DEL PROGRAMA **ESG CARES**

Certificación inicial Recertificación

SECCIÓN I. INFORMACIÓN SOBRE EL RECEPTOR INDIRECTO

Nombre del receptor indirecto	N.º de contrato de TDHCA
Nombre del empleado:	Cargo del empleado:
Dirección del receptor indirecto:	Teléfono del receptor indirecto:
Email del receptor indirecto:	Fax del receptor indirecto:

SECCIÓN II: COMPOSICIÓN DEL GRUPO FAMILIAR

N.º miembro de familia	Apellido	Nombre e inicial del segundo nombre	Relación con la cabeza de familia	Fecha de nacimiento (MM/DD/AAAA)	Tipo de estudiante T/C=Tiempo completo T/P=Tiempo parcial N/C=No corresponde	Últimos 4 dígitos del número de Seguro Social
1			CABEZA		<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
2					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
3					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
4					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
5					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
6					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
7					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	
8					<input type="checkbox"/> T/C <input type="checkbox"/> T/P <input type="checkbox"/> N/C	

SECCIÓN III. INGRESO ANUAL BRUTO (INDIQUE MONTOS ANUALES)

N.º miembro de familia	(A) Empleo o salarios	(B) Seguro Social/Pensiones	(C) Asistencia pública	(D) Otro ingreso
1				
2				
3				
4				
5				
TOTAL	\$	\$	\$	\$
Sumar totales de (A) a (D)				INGRESO TOTAL (E):
				\$

SECCIÓN IV. INGRESO DE BIENES O ACTIVOS

N.º miembro de familia	(F) Tipo de bien o activo	(G) C/I	(H) Valor en efectivo del activo	(I) Ingreso anual proveniente del activo
1				
2				
3				
4				
5				

Firma: _____ Fecha: _____

Escriba el total de la columna (H) Tasa de interés pasiva = (J) Ingreso imputado
 Si es superior a \$5000 \$ _____ X 0.06 %

Introduzca el total que sea mayor de las columnas I o J: Ingreso imputado **INGRESO TOTAL DE ACTIVOS (K)**

(L) Ingreso total anual del grupo familiar proveniente de todas las fuentes [Sumar (E) + (K)] \$

SECCIÓN V. CERTIFICACIÓN DEL GRUPO FAMILIAR

La información de este formulario se utilizará para determinar el ingreso máximo elegible. Yo/nosotros he/hemos proporcionado una verificación aceptable del ingreso actual previsto anual para cada persona indicada en la Sección II. Yo/nosotros acordé/acordamos informar inmediatamente al receptor secundario y al propietario cuando cualquiera de los miembros del grupo familiar se mude de la unidad o cuando ingrese un nuevo miembro a ella. Yo/nosotros acordé/acordamos informar inmediatamente al receptor secundario y al propietario cuando alguno de los miembros se convierta en estudiante a tiempo completo.

Bajo pena de perjurio, yo/nosotros certifico/certificamos que la información presentada en esta Certificación es cierta y fidedigna según mi/nuestro leal saber y entender. Además, la persona que firma este documento sabe que hacer afirmaciones falsas en este formulario constituye un acto de fraude. La información falsa, engañosa o incompleta puede ocasionar la terminación de este contrato de alquiler.

Firma: _____ Fecha: _____

SECCIÓN VI. DETERMINACIÓN DE LA ELEGIBILIDAD SEGÚN EL INGRESO

Ingreso bruto total y anual _____

50% del ingreso medio del área para el tamaño de grupo familiar: _____

Teniendo en cuenta las afirmaciones realizadas en este documento y las pruebas y la documentación requerida para ser presentada, el representante del receptor secundario ha determinado que el ingreso del grupo familiar correspondiente al individuo indicado en la Sección II de esta Certificación de ingresos es:

<50 % de la MEDIA PARA EL INGRESO DEL ÁREA ≥50 % de la MEDIA PARA EL INGRESO DEL ÁREA

Firma: _____

Fecha: _____

ACAM DECLARATION of INCOME STATEMENT (DIS) POLICY/PROCEDURE

Client income eligibility determinations must be based on the following criteria:

- Household income must be collected from the 30-day period prior to the date of application for assistance.
- Documentation of income must be collected from all sources for all applicable household members for the entire 30-day period prior to the date of application.
- For ESG, income determination should be done in accordance with **HUD Handbook 4350 Chapter 5**, which provides requirements and methodology for calculation of income under 24 CFR §5.609.

To the extent possible, Case Managers should attempt to verify ALL sources of income declarations via former employers, other agencies, Departments of Social Services, or other appropriate sources.

The following represents the order of preference for providing documentation of income:

1 Source Documents: Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g. wage statement, unemployment compensation statement, public benefits statement, bank statement).

2 Third Party Verification: A written statement by the relevant third party (e.g. employer, government benefits administrator, see Appendix E, Written Third Party Verification of Income form) or the written certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available (Third Party Verification of Income form).

3 Self-Certification: If source documents and third-party verification are unobtainable, a written certification by the program participant of the amount of income the program participant received for the most recent period (Declaration of Income Statement – DIS form).

Chapter 5 of HUD Handbook 4350.3 provides requirements and methodology for calculation of income under 24 CFR 5.609. Appendix 3, Acceptable Forms of Verification, which you have linked below, lists acceptable forms of verification for employment income on page 10. Ideally third-party documentation would be submitted, but if that is not available, income can be self-declared. One of the acceptable forms of self-declaration as stated in Appendix 3 is “notarized statements or affidavits signed by the applicant that describe amount and source of income.”

<https://www.hud.gov/sites/documents/43503A3HSGH.PDF>

If proof of income is unobtainable, the applicant must complete and sign a **Declaration of Income Statement (DIS)**. For households needing to declare that they have zero income, the **Certification of Zero Income** will need to be used. The DIS is a TDHCA-approved form used only when it is not possible to obtain third-party or firsthand verification of income, per 24 CFR §576.500(e)(4).

Such circumstances may include:

- crisis situations such as when an applicant is affected by a natural disaster which prevents the applicant from obtaining income documentation;
- applicants that flee a home due to physical abuse;

- applicants who are unable to locate income documentation of a recently deceased spouse, or whose work is migratory or seasonal in nature.

With the exception of serious extenuating circumstances, case managers shall document their efforts and those of the participants to obtain documentation before deciding to use the DIS. The DIS form includes a description of why no income documentation is available. Case Managers are encouraged to utilize the ACAM ESG Telephone-Web Verification of Info Form to document telephone and web-based attempts to verify information.

- The DIS form also includes a requirement to list the gross amount of income earned during the 30-day period prior to the date of application for each member of the household 18 years and older. The form must be signed by the applicant.
- Income Determination and Recertification/Re-evaluation by Program Activity:
 - ESG Emergency Shelter and Street Outreach - No income determination required
 - ESG Homelessness Prevention - Initial income determination required and must be reevaluated not less than once every 3 months
 - • ESG Rapid Re-Housing Assistance - Annual re-evaluations only, not required at initial evaluation

**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 años de edad ó mas, y que no tienen documentación de ingresos por los 30 días 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*

Date

Spouse/Other Adult Signature

Date

Other Adult Signature

Date

Revised October 2019

Alliance of Community Assistance Ministries, Inc. (ACAM)
TELEPHONE & WEB VERIFICATION

I. THIS SECTION TO BE COMPLETED BY THE CASE MANAGER	
Organization:	Contact Email:
Contact Name:	Contact Title:
Address:	Case Manager Phone:
RE: (Applicant/Resident Name):	
The telephone (oral) or web-based verification is being gathered (check one): <input type="checkbox"/> In lieu of a third-party written or first hand verification. Describe the reason that a third-party written or first hand verification was not feasible in this instance: _____ <input type="checkbox"/> As a source of clarification for a gathered third-party written or first hand verification. Describe area in which clarification is being sought: _____	
Person Contacted:	Title:
Organization or Site:	Phone/Fax:
Date Contacted:	Time Contacted:

If information was obtained through access of a website or app. attach available images and a description of the information viewed.

II. VERIFIED INFORMATION
1. Information/item verified: _____
2. Information Supplied: _____
3. Additional remark(s): _____

III. CASE MANAGER CERTIFICATION		
I certify that the above information is true and correct,		
_____ Signature of Case Manager	_____ Organization	_____ Date
_____ Case Manager's Printed Name	_____ Phone #	_____ Fax #
_____ Email		

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CERTIFICATION OF ZERO INCOME**

A "Certification of Zero Income" should be completed by adult household members only (if appropriate). If there are any sources of income listed that you (the applicant) need clarification on, please contact the Contract Administrator, Owner or Management Office Personnel.

I. THIS SECTION TO BE COMPLETED BY ADMINISTRATOR/ OWNER/MANAGEMENT	
Serving Organization:	Case No. or HMIS ID:
Contact Name:	Contact Title:
Address:	Phone:
Email Address:	Fax:

II. THIS SECTION TO BE COMPLETED BY APPLICANT/RESIDENT
<p>I _____, hereby certify that:</p> <p>A. I do not individually receive income from any of the following sources:</p> <ul style="list-style-type: none"> • Wages from employment (including commissions, tips, bonuses, fees, etc.); • Income from operation of a business; • Rental income from real or personal property; • Interest or dividends from assets; • Social Security payments; • Supplemental Security Income payments; • Payments from annuities, insurance policies, retirement funds, pensions, or death benefits; • Unemployment or disability payments; • Public assistance payments (other than food stamps); • Periodic allowances from alimony or child support; • Gifts received from persons not comprising the household; • Sales from self-employed resources (Avon, Mary Kay, Pampered Chef, Shaklee, etc.); • Any other source not named above; AND <p>B. I currently do not have income of any kind and there is no imminent change expected in my financial or employment status during the next 12 months; AND</p> <p>C. I will be using the following sources of funds to pay for rent, utilities, and/or other necessities: _____</p> <p>_____</p> <p>_____</p>

III. APPLICANT CERTIFICATION						
<p>Under penalty of perjury, I certify, to the best of my knowledge, that the information presented in this certification is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of participation under a Texas Department of Housing and Community Affairs (TDHCA) Affordable Housing Program</p>						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> </tr> <tr> <td style="border: none;">Household/Resident Printed Name</td> <td style="border: none;">Signature</td> <td style="border: none;">Date</td> </tr> </table>	_____	_____	_____	Household/Resident Printed Name	Signature	Date
_____	_____	_____				
Household/Resident 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.

**DEPARTAMENTO DE VIVIENDA Y ASUNTOS COMUNITARIOS DE TEXAS
CERTIFICACIÓN DE CERO INGRESOS**

Una "Certificación de cero ingresos" debe ser completada solo por los miembros adultos del hogar (si corresponde). Si usted (el solicitante) necesita aclaración sobre alguna fuente de ingreso incluida, contacte al administrador del contrato, propietario o al personal de la oficina de administración.

I. ESTA SECCIÓN DEBE SER COMPLETADA POR EL ADMINISTRADOR/PROPIETARIO/ADMINISTRACIÓN	
Nombre del Organización:	Número de cliente o HMIS ID:
Persona de contacto:	Cargo de la persona de contacto:
Domicilio:	Teléfono:
Correo electrónico:	Fax:

II. ESTA SECCIÓN DEBE SER COMPLETADA POR EL SOLICITANTE/RESIDENTE
<p>Yo _____, por el presente certifico que:</p> <p>A. Individualmente no recibo ingresos de ninguna de las siguientes fuentes:</p> <ul style="list-style-type: none"> • Salarios de empleo (incluidas comisiones, propinas, bonificaciones, honorarios, etc.); • Ingresos de la operación de un negocio; • Ingresos de renta de bienes inmuebles o muebles; • Intereses o dividendos de activos; • Pagos del Seguro Social; • Pagos adicionales del Seguro Social; • Pagos de anualidades, pólizas de seguro, fondos de retiro, pensiones o beneficios por fallecimiento; • Pagos por desempleo o discapacidad; • Pagos de asistencia pública (que no sean estampillas de alimentos); • Subsidios periódicos de alimentos o mantenimiento de un menor; • Obsequios recibidos de personas que no comprende la casa; • Ventas de recursos independientes (Avon, Mary Kay, Pampered Chef, Shaklee, etc.); • Toda otra fuente no mencionada anteriormente; Y <p>B. Actualmente no tengo ingresos de ningún tipo y no se espera un cambio inminente en mi estado financiero o de empleo en los próximos 12 meses; Y</p> <p>C. Usaré las siguientes fuentes de fondos para pagar la renta, servicios y/u otras necesidades: _____</p> <p>_____</p> <p>_____</p>

III. CERTIFICACIÓN DEL SOLICITANTE		
<p>Bajo pena de perjurio, yo/nosotros certifico/certificamos que la información presentada en esta Certificación es verdadera y exacta a lo mejor de mi conocimiento/s y creencia. Además, la persona que firma este documento sabe que hacer afirmaciones falsas en este formulario constituye un acto de fraude. La información falsa, engañosa o incompleta puede resultar en la rescisión de la participación en virtud del Programa de Vivienda Asequible del Departamento de Vivienda y Asuntos Comunitarios de Texas (THDCA, por su sigla en inglés)</p>		
<p>_____</p> <p>Nombre en letra de imprenta del miembro de la familia/residente</p>	<p>_____</p> <p>Firma</p>	<p>_____</p> <p>Fecha</p>

Advertencia: La sección 1001 del Título 18 del Código de los Estados Unidos establece que constituye un delito hacer declaraciones falsas o fraudulentas en forma premeditada a cualquier departamento o agencia en los Estados Unidos con respecto a cualquier asunto que se encuentre dentro de su jurisdicción.



AT-RISK OF HOMELESSNESS CERTIFICATION

Applicant Name _____

1. Please choose one of the following options that best describes your current living situation:
 - I need housing assistance in order to flee a current domestic violence situation (may also receive rapid re-housing)
 - I am being evicted and I do not have a formal lease agreement
 - I am staying with friends or relatives who are evicting me (provide a letter)
 - I have provided documentation of imminent eviction (occurring within 14 days of application)
 - I am living in an overcrowded situation (more than 1.5 persons per room, SRO or efficiency with more than 2 persons)
 - I am exiting a publicly funded system of care or institution
 - I live in a motel NOT paid by government or by a charitable agency
 - I have moved two (2) or more times in the past 60 days due to economic problems

2. Please describe applicant’s current living situation in detail:

3. Name, current address and phone number of person evicting applicant:

4. What would occur if applicant is denied housing assistance?

5. Does the applicant have any resources or support networks (friends, family social networks, faith-based organizations) immediately available to prevent him/her from becoming homeless? Explain.

6. Is the applicant in need of any resources/referrals? If so, please indicate the referral(s)/resource(s) given to applicant.

I certify that the above information is correct.

Applicant’s Signature: _____

Date: _____

Case Manager’s Signature: _____

Date: _____

**Rental Assistance Agreement between Contract Administrator and Landlord
Emergency Solutions Grants Program (ESG)**



This Agreement covers ESG “Tenant-Based” Rental Assistance (Contact the Department if Project-based).

Contract Administrator:	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; or*
- *Funding for the Contract Administrator’s ESG Rental Assistance Program is terminated.*

In the event of termination of rental assistance, the Contract Administrator 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

Inspector’s Certification:

As authorized representative of the above-referenced Contract Administrator, I hereby certify that the above-referenced rental unit has been inspected in accordance with requirements of Texas Department of Housing and Community Affairs (TDHCA) and the United States Department of Housing and Urban Development (HUD). The rental unit complies with the Lead-Based Paint remediation and disclosure and Minimum Habitability Standards (MHS) in accordance with 24 C.F.R Section 576.403 (a) and (c), and any other requirements outlined in the written procedures of the Contract Administrator. I further certify that all inspection documentation and MHS verifications are retained in Contract Administrator’s records in accordance with TDHCA requirements.

Signature of Inspector: _____ Date of Inspection Approval: _____

Rental Assistance Agreement
ESG Rental Assistance Program

A. Terms of Agreement

The term of this Rental Assistance Agreement begins on _____ and ends on TBD upon assessment.

B. Rental Application Fee

Contract Administrator will pay a Rental Application Fee to Landlord in the amount of \$ 0.

C. Security Deposit

1. Contract Administrator will pay a Security Deposit to Landlord in the amount of \$ 0.
2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated N/A.

Landlord will comply with state and local laws regarding interest earned on Security Deposits.

3. After Tenant has moved out 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 Contract Administrator 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 Contract Administrator.
4. Landlord will immediately notify Contract Administrator when Tenant has moved out from the rental unit.

D. Utility Deposit

1. If utilities, to include as applicable electricity, gas, water and sewer, are included as part of the rental payment, Contract Administrator will pay a Utility Deposit to the Landlord as required in the amount of \$ 0.
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 Contract Administrator.
3. If utilities are not included as part of the rental payment, Contract Administrator will pay a Utility Deposit directly to the utility provider as required.

E. Rental Arrears

Contract Administrator will pay Rental Arrears to Landlord in the amount of \$ _____.

F. 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, and complies with HUD's standard of rent reasonableness, as established under 24 C.F.R 982.507. Contract Administrator must maintain written documentation evidencing that the total rent for the unit does not exceed HUD's fair market rent and that it meets HUD's standard for rent reasonableness.
2. *Monthly Rent.* The monthly rent payable to Landlord by Contract Administrator for the term of this Rental Assistance Agreement is \$ _____.
Of this amount, the Tenant-Paid Portion is \$ 0 and the amount to be paid by the Contract Administrator is \$ _____.

3. *Payment Due Date.* As stated in the Tenant's lease:
 - a. The payment due date is_____.
 - b. The grace period for payment is_____.
 - c. Late payment penalty requirements are_____.
 Contract Administrator will not use ESG program funds to pay late payment penalty costs.
4. *Rent Adjustments.* With no less than sixty (60) days notice to Contract Administrator, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Assistance Agreement. The proposed rent may be rejected by Contract Administrator. Contract Administrator may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Assistance Agreement.
5. Neither Contract Administrator nor Texas Department of Housing and Community Affairs (TDHCA) nor the United States Department of Housing and Urban Development (HUD) assumes any obligation for payment of any claim by Landlord against Tenant. Contract Administrator's obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Assistance Agreement.
6. *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:*
 - a. 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;
 - b. The Contract unit is leased to and occupied by Tenant;
 - c. 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
 - d. To the best of Landlord's knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

E. 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. Contract Administrator 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 Contract Administrator and/or TDHCA determine that Landlord is not meeting these obligations, Contract Administrator 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.

F. 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 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 Contract Administrator shall not enter into a Rental Assistance Agreement with the Landlord.

G. Termination of Tenancy

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify Contract Administrator in writing when eviction proceedings are begun and must provide the Contract Administrator 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 Contract Administrator with a copy of the required notices to Tenant.

H. 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 Contract Administrator, 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 Contract Administrator, 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.

I. Contract Administrator and HUD Access to Landlord Records

1. Landlord will provide any information pertinent to this Rental Assistance Agreement which Contract Administrator, TDHCA, or HUD may reasonably require.
2. Landlord will permit Contract Administrator, 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. Landlord agrees to provide follow up information on the housing status of the tenants to the Contract Administrator as needed to determine if stable housing has been successfully maintained by the tenants after existing the ESG Program.

J. Rights of Contract Administrator if Landlord Breaches the Rental Assistance Agreement

1. Any of the following will constitute a breach of this Rental Assistance Agreement:
 - a. If Landlord has violated any obligation under this Rental Assistance Agreement; or
 - b. If Landlord has demonstrated any intention to violate any obligation under this Rental Assistance Agreement; or
 - c. 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. Contract Administrator'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 Contract Administrator determines that a breach has occurred, Contract Administrator may exercise any of its rights or remedies under this Rental Assistance Agreement. Contract Administrator will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by Contract Administrator to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
3. Any remedies employed by Contract Administrator in accordance with this Rental Assistance Agreement will be effective as provided in a written notice by Contract Administrator to Landlord. Contract Administrator'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.

K. Contract Administrator's Relation to Third Parties

1. Contract Administrator 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 Contract Administrator and this Rental Assistance Agreement does not create any relationship between Contract Administrator 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, Contract Administrator, or Landlord under this Rental Assistance Agreement.

L. Conflict of Interest Provision

No employee of Contract Administrator 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.

M. Transfer of the Contract

Landlord will not transfer this Rental Assistance Agreement in any form.

N. Entire Agreement: Interpretation

1. This Rental Assistance Agreement contains the entire agreement between Landlord and Contract Administrator. No changes in this Rental Assistance Agreement will be made except in writing signed by both Landlord and Contract Administrator.
2. This Rental Assistance Agreement will be interpreted and implemented in accordance with HUD requirements.

O. Warranty of Legal Capacity and Condition of Unit

1. Landlord warrants:
 - a. 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
 - b. 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 Contract Administrator. 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 any other 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 Contract Administrator's Authorized Representative: _____

Date: _____

WARNING: Title 18, Section 1001 of the U. S. Code provides, among other things, that whoever knowingly 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.

The Final FY 2020 Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2019 FMRs By Unit Bedrooms

Year	SRO	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	5-Bedroom	6-Bedroom	7-Bedroom	8-Bedroom
FY 2020 FMR	\$620	\$826	\$908	\$1,096	\$1,485	\$1,878	\$2,160	\$2,441	\$2,723	\$3,005
FY 2019 FMR	\$609.00	\$812	\$907	\$1,104	\$1,509	\$1,897	\$2,182	\$2,466	\$2,751	\$3,035
FY 2018 FMR	\$579.00	\$772	\$871	\$1,066	\$1,456	\$1,844	\$2,121	\$2,397	\$2,674	\$2,950

NOTE: FMR in the Houston area MSA declined from 2018-19 to 2019-20 as of October 1, 2019. Case Managers should be advised that using the prior year's FMR may result in ineligible units being approved for rental payment. Ineligible rental payments will result in a finding and disallowed costs. FMR is announced by HUD every October 1st. Please verify that you are using the correct FMR by checking www.huduser.gov.

The Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area consists of the following counties: Chambers County, TX; Fort Bend County, TX; Galveston County, TX; Harris County, TX; Liberty County, TX; Montgomery County, TX; and Waller County, TX. All information here applies to the entirety of the Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area.

THE 2020 FMRs must be employed for all ESG households regardless of zip code beginning October 1, 2019 unless the household meets the requirements for a waiver under the disaster waiver described below and in the ESG Standards.

NOTES: The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

The Hurricane Harvey FMR waiver has expired. All units must be at or below Fair Market Rent as of 10/11/19.

Source: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/2020summary.odn

Employer Verification of Income Form

ESG Applicant Name: _____

Instructions for Employer/Payment Source Representative: This is to certify the income received by the above named individual for purposes of participating in the ESG program. This information will be used only to determine the eligibility status and level of benefit of the household. **Complete only the selected section below that includes an authorization to release information.**

Please return this form to:

Name & Title: _____ Phone: _____

Address: _____ Fax: _____

Email: _____

Employment Income

ESG Applicant Release: I hereby authorize the release of the following employment information.

ESG Applicant Signature: _____ Date: _____

Employer representative to complete this section:

The person named above is employed by _____ since _____.
He/she is paid \$ _____ on a _____ basis and is currently working an average of _____ hours per _____.

Additional compensation please specify (if any): _____

Probability of continued employment: _____

Authorized Employer Representative Signature:

_____ Date: _____

Print Name and Title:

Address and Phone:
