

# Alameda County Priority Home Partnership (PHP) City of Berkeley



Emergency Solutions Grant  
Rapid Rehousing  
Policies and Procedures Manual  
September 2022



# Priority Home ESG Policies and Procedures Manual

## TABLE OF CONTENTS

---

<b>Table of Contents</b> .....	<b>1</b>
<b>1 Introduction</b> .....	<b>3</b>
1.1 Program Purpose.....	3
1.2 ESG Guidelines .....	3
1.3 Structure of the Manual.....	4
<b>2 Participant Eligibility</b> .....	<b>5</b>
2.1 Eligibility for Rapid Rehousing.....	5
2.2 Eligibility for Prevention Assistance .....	6
2.3 Eligibility Determination .....	6
<b>3 Enrollment</b> .....	<b>7</b>
3.1 Budget and Housing Stability Plan.....	8
<b>4 Financial Assistance for Housing</b> .....	<b>8</b>
4.1 Eligible Financial Assistance Expenses .....	8
4.2 Determining the Amount of Financial Assistance .....	9
<b>5 Supportive Services and Connection to Mainstream Resources</b> .....	<b>10</b>
5.1 Links to Mainstream Services.....	11
5.2 Legal Services .....	12
<b>6 Housing Unit Requirements</b> .....	<b>12</b>
6.1 Rent Reasonableness and Compliance with Fair Market Rent .....	13
6.2 Housing Inspection.....	14
6.3 Rental Assistance Agreement.....	14
6.4 Lease Agreement .....	16
6.5 Three Month Reassessment of Eligibility .....	18
<b>7 Termination of Housing Assistance or Program Participation</b> .....	<b>19</b>
7.1 Grievances and Appeals .....	20

<b>8</b>	<b>Program Exit</b> .....	<b>20</b>
<b>9</b>	<b>Fair Housing, Equal Opportunity and Physical Accessibility Requirements</b> .....	<b>21</b>
	9.1 Additional Resources .....	24
<b>10</b>	<b>Appendix of Forms and Documents</b> .....	<b>26</b>
	City of Berkeley ESG Client File Document Check List .....	27
	City of Berkeley ESG Application for Assistance and Eligibility Determination Form.....	28
	City of Berkeley ESG Program Participation Agreement.....	37
	City of Berkeley Sample Budgeting Worksheet.....	38
	City of Berkeley ESG Housing Stability Plan.....	39
	City of Berkeley ESG Financial Assistance Calculation Form .....	40
	City of Berkeley Rent Reasonableness and FMR Certification.....	43
	City of Berkeley Habitability Standards Inspection Form .....	44
	Priority Home Partnership Rental Assistance Agreement Letter .....	51
	Three Month Reassessment of Eligibility .....	53
	ACHMIS Annual Assessment Form .....	56
	Priority Home Partnership Notification of Termination of ESG Assistance .....	60
	City of Berkeley ESG Income Eligibility Calculation Worksheet.....	61
	Lease Addendum - VAWA.....	63
	Alternative Lease Addendum – Violence Against Women Act.....	64
	Notice of Occupancy Rights under the Violence Against Women Act .....	67
	Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.....	75
	Certification of Domestic Violence, Dating Violence, Sexual Assault, or Staking and alternate documentation.....	79
	Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking .....	81

# 1 INTRODUCTION

---

The Emergency Solutions Grant (ESG) is a federal program that provides funding to states and local governments for emergency services and housing supports for homeless and at-risk households. Under the 2009 HEARTH Act, eligible activities under ESG were expanded from traditional shelter and outreach services to also include rapid rehousing and targeted homeless prevention. Per the ESG regulations (§576.400) ESG recipients must consult with the Continuum of Care entity in their region to determine how to allocate ESG funds, develop performance standards and evaluate the outcomes of projects and activities funded with ESG. They also must develop written policies and procedures for determining which households will receive assistance and for determining the type, amount, and length of assistance to be offered to eligible households.

## 1.1 PROGRAM PURPOSE

The primary purpose of local ESG-funding for prevention and/or rapid rehousing is to serve households as close to the “front door” of homelessness as possible – either by diverting them from entry into homelessness, and particularly to shelter, through prevention assistance, or assisting persons as soon as possible after becoming homeless, including after entering shelter, to end their homelessness quickly and shorten lengths of stay in shelter and time spent homeless. In some cases, particular subpopulations may be targeted for this assistance, consistent with plans to end homelessness.

This manual of policies and procedures covers all ESG recipients and subrecipients operating prevention and/or rapid rehousing programs in Alameda County, as these areas are all contained in HUD-recognized Continuum of Care 502. ESG entitlement recipients in Alameda County currently include the Cities of Berkeley and Oakland and the County of Alameda on behalf of the Urban County. Additional ESG subrecipients within the County may be selected by the State of California or, from time to time, additional cities may become entitlement for ESG. This manual was developed collaboratively by the CoC Entity, EveryOne Home, and all current entitlement recipients and State ESG subrecipients.

## 1.2 ESG GUIDELINES

The ESG and CoC regulations require that the Continuum of Care develop and implement a centralized or coordinated assessment system, and a set of written standards for CoC funded activities. This manual and the written standards contained herein for prevention and rapid rehousing assistance outline [ESG: Emergency Solutions Grants Program requirements](#).


### 1.3 STRUCTURE OF THE MANUAL

This manual is for ESG recipients, subrecipients, and interested parties. It provides a detailed description of the steps that will be taken to determine eligibility, calculate financial assistance, recertify for eligibility, provide support and terminate ESG assistance for rapid rehousing and prevention. Required and/or recommended forms and documents are provided in an Appendix of Forms and Documents at the end of the manual. In some cases, recipients or subrecipients may target their programs more specifically to subpopulations, such as survivors of domestic violence or seniors who are otherwise eligible.

Items in bold italics that are highlighted in grey, are changes to the manual specific to how the City of Berkeley will implement the program.



A document icon appears by every form that is referred to and clicking on the [highlighted hyperlinks](#) on the names of the form will take the reader directly to the referenced documents in the Appendix.

 Some key forms and information are entered into the county-wide InHOUSE Homeless Management Information System. Forms that are provided by InHOUSE are not included in this manual but are indicated by a computer icon.

**Acknowledgments:** The development of the initial ESG Manual was supported by Alameda County EveryOne Home and the City of Berkeley. For more information related to the ESG Manual or about the Priority Home Partnership, please contact Jennifer Vasquez, City of Berkeley at [jvasquez@cityofberkeley.info](mailto:jvasquez@cityofberkeley.info). The original manual was prepared by Katharine Gale Consulting with input from local government and community agency staff including the following persons: Kerry Abbot, Erika Bernheimer, Elaine DeColigny, Geoff Green, Kristin Lee, Susan Shelton, Liz Varela, Jennifer Vasquez, and Riley Wilkerson.

## 2 PARTICIPANT ELIGIBILITY

---

As stated above, the primary purpose of ESG-funded rapid rehousing and prevention is to reduce entries into homelessness and/or shorten stays in homelessness to the greatest extent feasible.

To be eligible to receive ESG prevention or rapid rehousing assistance, participant households in Alameda County must meet both national and local requirements, and this eligibility must be documented with an application and supporting documentation kept in a client file. These requirements include:

- Participants must be homeless or at imminent risk of homelessness, per the applicable HUD definitions in the ESG regulation (§576.2) supported by documentation;
- Participants must be one of the locally targeted populations for the program, as specified on the application and eligibility determination form;
- Participants must be willing to participate in the program and to meet the terms of a self-developed Housing Stability Plan;
- Participants may not have already received 24 months of ESG assistance during the past 36 months (§576.105(c));
- Participants must meet the local asset policy, including having cash or equivalent assets of less than \$2,000 per single individual and \$3,000 per couple;

In addition:

- Participants receiving prevention assistance must have incomes at or below 30% of the Area Median Income (§576.103).

### 2.1 ELIGIBILITY FOR RAPID REHOUSING

Rapid rehousing provides financial assistance and supportive services to individuals or families that are literally homeless, staying in shelter or transitional housing or on the streets or other places not suitable for human habitation, or exiting institutions and having entered from one of these locations. Eligibility for rapid rehousing includes those fleeing domestic violence who are living in one of the places named above.

In keeping with the intentions of the program, rapid rehousing assistance will be used primarily to serve households that are:

- 1) Adults or family households able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG financial assistance anticipated to be of six months or less duration;
- 2) Adults or family households able to be rehoused rapidly with an ongoing subsidy from another source anticipated within six months of ESG program participation;
- 3) Transition-age youth, especially those recently discharged from foster care, who are able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG assistance of eighteen months or less duration.

## 2.2 ELIGIBILITY FOR PREVENTION ASSISTANCE

Not Applicable in City of Berkeley

## 2.3 ELIGIBILITY DETERMINATION

Program operators must determine that potential participants are eligible for assistance, and document this eligibility, including verifying income and housing status. The Program Application and Eligibility Determination Form contains key questions and documentation requirements.



A copy of the [ESG Program Application and Eligibility Determination Form](#) can be found in the Appendix. This document and all supporting documentation should be placed in the Participant's File.



A [Cover Sheet](#) for participant files with a list of all of the program documents can be found in the Appendix.

**Ineligible applicants:** If a household is assessed and determined to be ineligible, the program operator must notify the household that they have been determined to be ineligible, provide them with the HUD-5380 and 5382 forms discussed below, provide them with appropriate referrals which should be noted on the application form, and create a client file documenting

the assessment process and determination and documenting the household's receipt of the HUD forms.

### Notice of Occupancy Rights and Certification

Housing providers are required to provide individuals and families with two documents that describe protections for victims of domestic violence, dating violence, sexual assault, or stalking under VAWA. These are form HUD-5380 *Notice of Occupancy Rights under VAWA* and form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation*. These forms and other guidance regarding VAWA can be found [HERE](#).

HUD-5380 and HUD-5382 must be provided at the following times:

1. When the individual or family **applies** for rental assistance.
2. When the individual or family is **denied** assistance.
3. When the participant **begins receiving** assistance.
4. When the participant is **notified of termination** of assistance.
5. When the participant receives a **notification of eviction**.

## 3 ENROLLMENT

---

Once found eligible, to enroll the head of household must sign the ESG Participation Agreement complete the HMIS ROI and staff must complete an HMIS Standard Intake Form (SIF) for all household members.



A copy of the [ESG Program Participation Agreement](#) can be found in the Appendix, immediately following the Application form.

☒ The HMIS Release of Information (ROI), and the Standardized Intake Form (SIF) are developed and updated by the InHOUSE staff at Alameda County Housing and Community Development Department, in accordance with HUD regulations. Housing Agency staff must ensure that the forms in use are the most recent ones, as HUD and local requirements change



periodically. If you are unsure that the forms are the most recent, email [HMISsupport@achmis.org](mailto:HMISsupport@achmis.org).

### 3.1 BUDGET AND HOUSING STABILITY PLAN

The purpose of ESG Prevention and/or Rapid Rehousing assistance is to provide the support necessary to help the household retain or gain housing in the shortest period of time possible. Critical to being able to retain the housing is a budget and a housing plan. The budget is also needed to determine the amount of financial assistance to be provided.

The Housing Stability Plan should be updated as frequently as necessary to reflect changing situations. Once a participant has moved into housing, the housing specialist and participant should prepare a new Housing Stability Plan that emphasizes those steps or actions needed to retain housing.



A [Sample Budgeting Worksheet](#) and a sample [Housing Stability Plan](#) format can be found in the Appendix of Forms. ***ESG-funded programs may use another version of these forms if approved by the recipient.*** Be sure to make a copy of the Budget and Housing Plan for the participant and insert a signed copy in the participant's file.

## 4 FINANCIAL ASSISTANCE FOR HOUSING

---

### 4.1 ELIGIBLE FINANCIAL ASSISTANCE EXPENSES

The ESG program has the ability to provide temporary financial assistance to participants on a short or medium-term basis. This assistance may include:

**Security Deposits:** The housing agency may provide a maximum of two times the monthly rent for a unit as a security deposit to assist a participant to secure housing. At such time as the participant may leave the unit and the landlord return all or part of the deposit to the participant, the participant may retain any balance to use toward a new housing situation.

**Utility Deposits:** If, in order to begin utility service, the household must provide a deposit to a utility company, the program may assist with this deposit.

**Rental Assistance payments:** If the participant cannot currently afford to rent a unit in the community but is reasonably anticipated to have sufficient income, either through employment or benefits, within approximately six months the program may provide a rental subsidy for the participant. Such subsidies will be as low as possible:

- If the participant has an income he/she is expected to contribute at least 50% of his/her income toward the rent, unless the participant is expected to receive a permanent housing subsidy within approximately six months, in which case the participant may pay only 30% of their income. Documentation of the expectation of a permanent subsidy should be included in the file.
- If the participant has no income, the program may subsidize the entire rent for the first three months.

Rental assistance may be conditioned on the participant fulfilling his or her agreements as part of the Housing Stability Plan and is never offered for more than three months at a time. To continue rental assistance after three months, the program must recertify the participant.



See the [Three Month Reassessment of Eligibility document](#) in the Appendix. Section.

**Past due rent arrears:** ~~If in order for a household to retain their housing they must pay past due rent the program will cover up to three months of rent arrears not to exceed \$3,000~~ Not eligible under the City of Berkeley PHP.

**Past due utility arrears:** In rare cases, the ESG program will provide funding for past due utilities. The program will only provide such funding for prevention clients if failure to do so will result in the loss of utilities and under the terms of the participants lease this would be grounds for eviction. The program will only provide utility arrears assistance to rapid rehousing clients if utility arrears mean that then household will be unable to establish utility service in their new housing.

In addition, ESG funds may be used to cover the costs of rental applications provided this is a fee that is charge by the owner to all applicants.

## 4.2 DETERMINING THE AMOUNT OF FINANCIAL ASSISTANCE

The amount of financial assistance is determined by the amount needed to secure the housing and by the amount of contribution the household is able to make toward the housing costs.

For one-time costs, such as security deposits, and rent and utility arrears, the program will pay the entire amount if the household will have less than 50% of income available after paying

rent, the household's budget does not contain any disposable income, and the household assets are less than \$500.00. If the household has assets greater than

\$500, and/or the household budget indicates income is available to make a portion of the payment, the household should be required to provide a portion of the deposit and/or arrears. The household's payment may be made through a payment plan with the landlord or utility company if that is possible.

For rental assistance payments, households with any income are expected to contribute either 50% of their income, or 50% of the rent, whichever is lower. An exception to this rule may be made for persons with disabilities who are anticipated to receive a permanent subsidy within six months of their ESG program enrollment.

With agency supervisor approval, households may be permitted to contribute less toward the rent for a brief period to cover other extraordinary costs. The program may pay the entire rent on behalf of households that have no income.



The [ESG Financial Assistance Calculation Form](#) can be found in the appendix. The program should complete the form with the participant and the participant should sign it. This calculation needs to be prepared every three months for households receiving medium-term rental assistance.

☒ All financial assistance provided must be recorded in HMIS.

## 5 SUPPORTIVE SERVICES AND CONNECTION TO MAINSTREAM RESOURCES

---

Whether covered by ESG funds or other sources, ESG programs are expected to assist clients with housing stability case management and with housing search and placement services as needed.

Housing stability case management includes:

- conducting the official evaluation of eligibility and need, including verifying and documenting eligibility

- counseling
- developing, securing, and coordinating services and assistance in obtaining Federal, state and local benefits
- monitoring and evaluating participant progress;
- providing information and referral to other providers;
- developing an individualized housing plan to permanent housing stability; and
- conducting reevaluations.

These services *may not exceed* 30 days during the period the program participant is seeking permanent housing, and may be provided for up to a total of 24 months within a 36 month period.

While providing prevention or rapid rehousing financial assistance, the program must ensure that the participant meets with a case manager not less than once per month to assist the participant in ensuring long-term housing stability. Case management should be provided more frequently if needed.

Housing search assistance are those services intended to assist program participants in locating, obtaining, and retaining suitable permanent housing, and are expected to be offered to all participants receiving rapid rehousing assistance or prevention assistance that includes moving to another unit. These include:

- assessment of housing barriers, needs, and preferences;
- development of a plan for locating housing;
- housing search;
- outreach and negotiations with landlords; and
- assistance with submitting rental applications and understanding leases.

## **5.1 LINKS TO MAINSTREAM SERVICES**

As part of the stability case management, each participant is expected to be assisted, as needed to obtain other services and mainstream benefits including:

- appropriate supportive services including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and
- other federal, state, local, and private assistance available to assist the program participant in obtaining housing stability, including
  - Medi-Cal or other medical insurance

- TANF
- Food stamps/Supplemental nutrition assistance (SNAPS)
- WIC
- Unemployment insurance
- SSI/SSDI
- Child and adult care food program
- Other mainstream benefit programs from which the participant household could benefit.

☐ While no specific form is provided for this documentation, all case management meetings must be documented in the participant file, and/or in the HMIS case management module. Documentation should include evidence of assistance provided to obtain mainstream resources and the results of that assistance. Subrecipients are encouraged to check with the recipient for approval of documentation.

## 5.2 LEGAL SERVICES

ESG funds may be used for legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

More detail on eligible legal services activities can be found at (§576.102 (a)(1)(vi)) and (§576.105(b)(4)).

While legal services providers that do not provide financial assistance are not required to complete the financial assistance calculation form, they must ensure that all households assisted meet program eligibility ([Section 1](#) above) including completing the application for assistance to document participant eligibility, and must ensure that the units assisted meet the habitability standards in [Section 6](#) below.

## 6 HOUSING UNIT REQUIREMENTS

---

In addition to the household being eligible, the unit to be assisted must also meet eligibility requirements. These include that the rent is both reasonable and at or below the Fair Market Rent market rent, and that the unit meets habitability standards.

**6.1 RENT REASONABLENESS AND COMPLIANCE WITH FAIR MARKET RENT**

ESG programs must perform both a rent reasonableness determination and document that the rent falls at or below the Fair Market Rent on every unit assisted, whether for prevention or rehousing.

“Rent reasonableness” means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.

To make this determination, the recipient or subrecipients should consider

- (a) the location, quality, size, type, and age of the unit; and
- (b) any amenities, housing services, maintenance and utilities to be provided by the owner.

Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). NOTE that not every element in the suggested list of nine things to check for must be known to establish a comparable unit. See more guidance at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11753.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11753.pdf)

The Fair Market Rent (FMR) is a benchmark established by HUD for regions. For ESG, the FMR is the maximum rent permitted even if other similar units rent for more. The below chart displays the Fair Market Rents applicable for 2022 and 2023. HUD updates and publishes Fair Market Rents annually. Programs must ensure that they are using the FMR’s in effect at the time of their determination by going to <http://www.huduser.org/portal/datasets/fmr.html>

<b>2022 FMRs By Unit Bedrooms Oakland-Fremont, CA HUD Metro FMR Area</b>					
<i>SRO</i>	<i>Studio/Efficiency</i>	<i>1-bedroom</i>	<i>2-bedroom</i>	<i>3-bedroom</i>	<i>4-bedroom</i>
\$1,153	\$1,538	\$1,854	\$2,274	3,006	\$3,578
<b>2023 FMRs By Unit Bedrooms Oakland-Fremont, CA HUD Metro FMR Area</b>					
<i>SRO</i>	<i>Studio/Efficiency</i>	<i>1-bedroom</i>	<i>2-bedroom</i>	<i>3-bedroom</i>	<i>4-bedroom</i>
\$1,243	\$1,658	\$1,969	\$2,405	3,144	\$3,706



A copy of a [Rent Reasonableness and FMR Certification](#) form can be found in the forms Appendix. Subrecipients may use an alternative rent reasonableness determination form meets the requirements of the ESG regulations §576.106 and has been approved by the ESG recipient.

## 6.2 HOUSING INSPECTION

In order to ensure that ESG funds are used in housing that meets minimum habitability standards, an inspection must be performed on every unit assisted, whether for prevention or rehousing. This inspection includes compliance with the Lead Paint Poisoning Prevention Act.



A copy of the required [Habitability Standards Inspection](#) Form can be found in the forms Appendix. This form must be used unless another inspection form is approved by the City of Berkeley. **Every section of the form must be completed. The subrecipient must indicate whether the unit is subject to the Lead Paint Poisoning Prevention Act by determining the date that the unit was built and whether any household member is under the age of six. This determination must be made and confirmed for every unit at the time of lease up by the household.**

## 6.3 RENTAL ASSISTANCE AGREEMENT

Relationships with landlords are a central component of the program. The housing specialist assists both the participant and the landlord to make the housing successful.

Once a unit has been identified and inspected, the housing agency must ensure that:

a) The tenant receives:

- a written lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law;
- a copy of HUD-91067 form *VAWA Lease Addendum*, signed by each adult household member, unless these requirements have been incorporated into the lease agreement and signed by each adult household member;
- HUD-5380 form, *Notice of Occupancy Rights under the Violence Against Women Act*, which is available in multiple languages and must be provided in the language requested by persons with limited English proficiency.

- HUD-5382 form, *Certification of Domestic Violence, Dating Violence or Stalking*; which is available in multiple languages and must be provided in the language requested by persons with limited English proficiency.

Note that HUD-5380 and 5382 have been translated into a number of languages and can be found here:

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5382](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5382)

- b) The landlord is apprised of the nature of the program, the anticipated support to the participant, the obligations of the landlord, and the manner in which the landlord may contact the program if there are concerns.

At a minimum, the housing agency will provide the landlord with a copy of the Rental Assistance Agreement Letter describing the program and outlining the basic support the participant is anticipated to receive. **The Rental Assistance Agreement Letter must include notification of VAWA requirements. Agency must use attached Rental Assistance Agreement Letter (See Appendix) unless the City of Berkeley has approved another agency agreement form. The landlord must sign the letter and return it to the agency. Some agencies may prefer to use a contract or housing assistance payments (HAP) agreement that outlines in greater detail the rights and obligations of the parties. Use of such an agreement is fine if it covers all requirements in the ESG regulations §576.106 (e) and VAWA protections §5.2005 and has been approved in advance by the City of Berkeley.**

In order to determine that the landlord named on the lease is the legitimate owner of the property, the housing agency will use a database service, such as Realquest, or another manner to verify and document the ownership. In addition, the housing agency shall collect a W-9 from the landlord or property management agency and follow all IRS reporting requirements.



A copy of the [Rental Assistance Agreement Letter](#) is included in the appendix. A copy of this letter or an acceptable substitute agreement should be kept in the participants file, along with a copy of the tenant's lease and ~~printout from the database used to verify the ownership of the unit~~ and a copy of the W-9. The original W-9 must be given to ~~the housing agency's finance division~~ **the City of Berkeley. The City of Berkeley will verify property ownership.**



## 6.4 LEASE AGREEMENT

Once a unit has been identified and inspected, the housing agency must ensure that the participant/tenant receives a written one-year lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law.

VAWA-Mandated Requirements: Participant leases must include either a copy of HUD-91067 form VAWA Lease Addendum, signed by each adult household member or a lease agreement that includes the following provisions in order to comply with the Violence Against Women Act:

1. *The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.*
2. *The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.*
3. *The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD--5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.*

If the lease does not cover the terms of the Violence Against Women Act then a lease addendum should be executed that covers these requirements.



A copy of a [HUD VAWA Lease Addendum](#) can be found in the Appendix and also on the [HUD website](#). Housing providers must customize the agreement by adding tenant, landlord and unit number and address information and must be signed by the landlord and each adult household member.

**Each adult household member must sign the VAWA Lease Addendum form** or if the above three provisions are included in the lease agreement, each adult household member must sign the lease agreement.

**Lease Bifurcation:** Housing providers may bifurcate leases to evict, remove, or terminate assistance to a household member who engages in domestic violence-related criminal activity without evicting, removing, or terminating assistance to, or otherwise penalizing, a victim of such criminal activity who is also a tenant or lawful occupant, without regard to whether the household member is a signatory to the lease. **Financial assistance shall continue for the family member(s) who are not evicted or removed.**

If the Housing provider bifurcates a lease, and the individual who was evicted or for whom assistance was terminated was the eligible tenant, the housing provider shall provide any remaining tenant(s) that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

- a. Establish eligibility for the same program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
- b. Establish eligibility under another covered housing program; or
- c. Find alternative housing.

The 90-calendar day period above will not be available to a remaining household member if the statutory requirements for the housing program prohibit it. The 90-day period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The 90-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the three options provided above.

The housing provider may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program, or unless the time period would extend beyond the expiration of the lease.

Housing providers are encouraged to undertake whatever actions permissible and feasible under their program to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the housing program, or other covered housing providers, and for the housing provider to bear the costs of any transfer, where permissible.

All applicable fair housing and civil rights statutes and requirements apply in the implementation of VAWA requirements.

### **Documentation**

It is strongly recommended that Housing providers maintain a note or other documentation in each tenant file that indicates each applicant/tenant was provided the Notice of Occupancy Rights (form HUD-5380) and Certification Form (form HUD-5382) at each of the following times:

- At the time an applicant is denied assistance or admission;
- At the time the household is assisted or provided admission (i.e. at move-in), and
- With any notification of eviction or termination of assistance. Note that Housing providers do not need to provide the forms with subsequent notices sent for the same infraction.

## **6.5 THREE MONTH REASSESSMENT OF ELIGIBILITY**

Any participant who receives more than three months of assistance from the program needs to be formally reassessed. This is distinguished from the more frequent check-ins and meetings with the client, which should occur frequently and as needed, and are recorded in case notes.

During the reassessment process, the program is, at a minimum, confirming:

- The participant has not received more than 24 months of assistance, including any arrears coverage.
- The participant's income level is such that there is still a need to provide financial assistance in order to maintain housing stability.
  - Income is not greater than 30% of the Area Median Income (AMI)
  - Rent is more than 50% of participant income (unless the participant is awaiting a permanent subsidy and is currently paying 30% of income.)
- The participant is making documented progress on their housing plan and taking the steps needed towards housing stability without program financial assistance.
- The participant lacks the financial resources or support networks to secure their housing without continued assistance.

The three-month reassessment is also used to update the participant's HMIS record with current information about housing and income.

Once the three-month reassessment of eligibility is completed, the household should be notified whether they will continue to receive assistance or not, including signing the reassessment form. If continuing to receive assistance, new documents, including an updated housing stability plan, budget and financial assistance calculation should be prepared and discussed with the client.



A copy of the [Three Month Reassessment of Eligibility](#) is included in the appendix. The Reassessment requires updated documentation of income, which should be attached to the form and included in the file.

☒ Key pieces of information from the Three-Month Reassessment Form, including any change in income or address is to be entered into HMIS. (In the future, the Three-Month Reassessment may be an HMIS provided form.)

## **7 TERMINATION OF HOUSING ASSISTANCE OR PROGRAM PARTICIPATION**

---

Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

If a program participant is found to be violating the participation agreement, reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services. Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.

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

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

The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of the agency supervisor.



A sample [Notification of Termination of ESG Assistance](#) is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402 and has been approved by the ESG recipient, **the City of Berkeley**.

## 7.1 GRIEVANCES AND APPEALS

Agencies ~~ESG-subrecipients~~ must notify participants of the agency's grievance policy at the time of program enrollment, including providing them with a written copy of the policy and keeping a copy of a signed version of the policy or other notification in the participant file. Housing agencies will follow their agency grievance and appeals process, through to the level of the highest-ranking staff member of the agency or as may be otherwise specified in the agency's approved policy and procedures.

If there is a grievance specific to the ESG which has not been resolved through the agency grievance process, ESG program participants may appeal to the local recipient, **the City of Berkeley**.

## 8 PROGRAM EXIT

---

Upon completion of the program, or upon termination prior to completion, all members of the household should be exited from the program in HMIS. At this time all information including household income, final address and housing status are recorded and updated.

☰ The Exit Form is an HMIS-provided form. A printed copy of the form(s) should be kept in the participant file and all data entered into HMIS.

## 9 FAIR HOUSING, EQUAL OPPORTUNITY AND PHYSICAL ACCESSIBILITY REQUIREMENTS

---

### *Fair Housing Act*

The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. [Additional protections](#) apply to federally-assisted housing. The Fair Housing Act prohibits discrimination in housing on the basis of:

- Race
- Color
- Religion
- Sex (including gender identity and sexual orientation)
- Age
- National Origin
- Familial Status
- Disability

The State of California extends additional protection to tenants on the basis of:

- Ancestry
- Citizenship status
- Mental disability
- Gender identity/ expression
- Immigration status
- Marital status
- Military and veteran status
- Primary language
- Sexual orientation, and
- Source of income.

### *Affirmative Outreach*

ESG Recipients and Subrecipients must communicate and inform interested parties and participants that the use of ESG funded facilities, services and assistance is available to all otherwise eligible individuals and families without discrimination. ESG Recipients and subrecipients must develop and implement affirmative outreach written procedures and communication tools and materials to inform persons without regard to race, color, ethnicity, religion, sex, age, national origin, familial status, or disability, how to obtain access to facilities and services. If it appears the procedures subgrantee and subrecipient intends to use to accomplish this will not reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those activities and services, subgrantee and subrecipient must establish additional procedures to ensure those persons are made aware of assistance opportunities.

Recipients and subrecipients must document their compliance with federal affirmative outreach requirements. Subgrantee and subrecipients must have available for review records demonstrating compliance with state and federal nondiscrimination and equal opportunity rules, including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and household who are applicants for, or program participants in any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements above.

### *Nondiscrimination and Equal Access*

**Nondiscrimination** - ESG Recipients and subrecipients are required to comply with all federal and statutes relating to nondiscrimination, and may not take any of the following actions based on race, color, religion, gender, age, national origin, familial status, disability (Federal protected classes) or ancestry, citizenship status, mental disability, gender identity/ expression, immigration status, marital status, military and veteran status, primary language, sexual orientation, and source of income (State of California protected):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Screening criteria cannot be discriminatory and must be consistently applied. **Equal Access** – The 2012 Equal Access Rule and 2016 Equal Access in Accordance

with Gender Identity Final Rule ensures equal access to individuals in accordance with their gender identity in programs and housing funded by HUD, such as ESG. The Notice of Equal Access must be provided to households receiving housing assistance, and can be found here:

<https://files.hudexchange.info/resources/documents/Notice-on-Equal-Access-Rights.pdf>

**Persons with Disabilities** – Providing accessible housing can help ensure equal housing opportunity for persons with disabilities and is required by law. Several federal laws require that private and federally-assisted housing be accessible to persons with disabilities. These laws and their implementing regulations set out the requirements for physical accessibility and include the [Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 \(Section 504\)](#), [Americans with Disabilities Act \(ADA\)](#), [Architectural Barriers Act \(ABA\)](#), and [Application of Multiple Federal Laws](#)

These laws also require housing providers to make reasonable accommodations and reasonable modifications for individuals with disabilities. Federal nondiscrimination laws that protect against disability discrimination cover not only tenants and home seekers with disabilities, but also buyers and renters without disabilities who live or are associated with individuals with disabilities. These laws also prohibit housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because they require reasonable accommodations or modifications.

Under the Fair Housing Act a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. The Fair Housing Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public and common use areas. In addition, the Fair Housing Act prohibits a housing provider from refusing to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

**Modifications** - Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications.

Examples of reasonable modifications include such things as the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom.



Under the Fair Housing Act, prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Under Section 504, a housing provider is required to provide and pay for the structural modification as a reasonable accommodation unless it amounts to an undue financial and administrative burden or a fundamental alteration of the program. If an undue burden or fundamental alteration exists, the recipient is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program.

For more information, visit [Section 504 Frequently Asked Questions page](#).

## 9.1 ADDITIONAL RESOURCES

- [Examples of Housing Discrimination](#)
- [Fair Housing and Related Laws](#)
- [File a Complaint](#)

**Limited English Proficiency** - The Federal government has issued a series of policy documents, guides and regulations describing how Recipients and subrecipients should address the needs of residents who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Recipients and subrecipients must have a LEP policy document that describes the actions subgrantee and subrecipient took to identify LEP populations in their service area and actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Recipients and subrecipients should create a written Language Access Plan (LAP) to provide a framework to document how the agency's programs will be accessible to all populations in their service area. Recipients and subrecipients who serve few persons needing LEP assistance may choose not to establish a

LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

More Information can be found here: <https://www.lep.gov/>

And here:

[https://www.lep.gov/sites/lep/files/resources/2011\\_Language\\_Access\\_Assessment\\_and\\_Planning\\_Tool.pdf](https://www.lep.gov/sites/lep/files/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf)

# City of Berkeley ESG Rapid Rehousing and Prevention



**Appendix of Forms and Documents**

(click [here](#) to return to the main section of manual)

**City of Berkeley ESG Client File Document Check List**  
(click [here](#) to return to relevant section of manual)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

**I. Eligibility Documentation** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Application for Assistance and Eligibility Screening Form
- \_\_\_\_\_ Income Eligibility Determination and Back up Documentation
- \_\_\_\_\_ Asset Verification Documentation
- \_\_\_\_\_ Intake on Head of Household (HMIS SIF form)
- \_\_\_\_\_ Intake(s) on other household members **(if applicable)** (HMIS SIF form)
- \_\_\_\_\_ Current ROI \_\_\_\_\_ Date: \_\_\_\_\_

**II. Documentation on the Housing Unit and/or Utilities** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Documentation of rent or utility arrears **(if applicable)**
- \_\_\_\_\_ Rent Reasonableness and Payment Standard determination for rental unit
- \_\_\_\_\_ **Complete Habitability Inspection Report (includes Lead Assessment, if applicable)**
- \_\_\_\_\_ Lease between Participant and Landlord
- \_\_\_\_\_ Lease Addendum with VAWA language, if not in Lease Agreement
- \_\_\_\_\_ **Rental Assistance Agreement with VAWA language with Landlord**
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ RealQuest or other owner verification documentation

**III. Documentation of Assistance/Ongoing Services** (check or indicate date completed in blank to left)

- \_\_\_\_\_ Household Budget
- \_\_\_\_\_ Housing Stability Plan
- \_\_\_\_\_ Financial Assistance Calculation Form
- \_\_\_\_\_ Links to Mainstream Resources
- \_\_\_\_\_ Case Management Notes
- \_\_\_\_\_ Three Month Reassessment(s) **(if applicable, insert dates)**  
1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

- \_\_\_\_\_ Exit Form (HMIS form)
- \_\_\_\_\_ Termination of Housing Assistance Form **(if applicable)**
- \_\_\_\_\_ Other: \_\_\_\_\_

## City of Berkeley ESG Application for Assistance and Eligibility Determination Form

(click [here](#) to return to relevant section of the manual)

Complete this form and have the head of household sign it. This form will determine eligibility and act as an application by the household for assistance.

Assessment Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Staff: \_\_\_\_\_ Agency: \_\_\_\_\_

### A. General Information

1. Head of Household:

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Suffix: \_\_\_\_\_

**Complete ROI for Head of Household or check here \_\_\_\_\_ if current ROI on file**

2. Other Members of Household

First Name	Last Name	Age	Relationship to Head of Household

Total number of persons in household: \_\_\_\_\_

***If applicant is determined to be eligible for assistance, you must complete an HMIS Standard Intake Form (SIF) for every household member.***

3. Why are you seeking assistance? Please choose an option, then describe below.

<input type="checkbox"/> I am living on the streets, or a place not meant for human habitation	<input type="checkbox"/> I am in a shelter or TH housing program and have been referred for rapid re-housing	<input type="checkbox"/> I am applying for shelter because I must leave where I am currently staying	<input type="checkbox"/> <del>I want to keep the housing I have and am at imminent risk of losing it</del> <b>Not eligible under the City of Berkeley PHP</b>
--	--	--	---

### Explanation:

\_\_\_\_\_

I understand that I am applying for assistance from the federally-funded Emergency Solutions Grant Program. I understand that I am required to certify that all information in this application is true and to provide all required documents to determine eligibility and to enter into a housing stability plan if I am eligible for assistance. I also understand that financial assistance is not guaranteed, is time-limited, and may be terminated or adjusted at any time. I declare that all information I have provided in this application is true to the best of my knowledge.

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**B . Rapid Rehousing Assessment** (Cross through and skip this section if applicant household is applying for prevention assistance)

**Homeless Status Documentation:** To receive rapid rehousing assistance, clients must be homeless by the HUD Homeless Definition and eligible for assistance under certain categories. Use this portion of the form if the applicant client household is Literally Homeless (Category 1), or is fleeing/attempting to flee domestic violence (*Category 4*) **and** also meets the category of Literally Homeless. Otherwise, complete Section B. of this form for Homeless Prevention.

**1. Is household among the eligible target population for this program?**

- Living/staying in a shelter.
- Living on the streets, a car, an encampment or a place not meant for human habitation.
- Living/staying in transitional housing.
- Exiting an institution where s(he) resided for 90 days or less and previously resided in a shelter or the streets of place not mean for human habitation.
- Fleeing or attempting to flee domestic violence **and also meets one of the above conditions.**

<b>Documentation</b>	
Literally Homeless – on the streets or in a shelter	(in order of preference for documentation) <input type="checkbox"/> Written observation by an outreach worker (attached), or <input type="checkbox"/> Written referral by another housing or service provider (attached) HMIS intake for shelter/TH, or <input type="checkbox"/> Self- certification that s(he) was living on the streets or in a shelter (attached)
Exiting an institution and entered from literal homelessness	One of the forms of evidence above <u>and</u> <input type="checkbox"/> Discharge paperwork or written/ or documented oral referral (attached), or <input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited institution (attached)

**Be sure to attach the supporting documentation to the application in file.**

**2. This household is a candidate for ESG rapid rehousing because:**

- They are homeless but have adequate income to afford a place if assisted to obtain one with short-term assistance (deposit and up to one to three month’s rent subsidy).
- They are homeless and don’t currently have adequate income for housing but have potential to increase income to be self sustainable within approximately 6 months and are willing to commit to a housing stability plan.
- They are currently homeless but with assistance can move into a stable situation with friends or family or another situation that doesn’t require an increase in income **and will be included on a lease.**
- They are currently homeless and are expected to receive a housing subsidy within six months from another source but need financial assistance to gain housing and/or support services

Subsidy anticipated:

- OPRI  VASH  Shelter Plus Care  Other: \_\_\_\_\_

Benefit anticipated: SSI Date expected: \_\_\_\_\_ Verified by 3<sup>rd</sup> Party: \_\_\_\_\_

**Note:** ESG funds may not be used to cover any cost covered by another subsidy source. For rapid rehousing candidates with a subsidy, ESG may only be used to pay security deposit and utility deposits if needed to secure housing.

Current Subsidy \_\_\_\_\_ pays for:  
\_\_\_\_\_

No other subsidy currently

*Proceed to Part D: Income Verification Section*

**C. Homelessness Prevention** (Cross through and skip this section if applicant household is applying for Rapid Rehousing)

To receive Prevention assistance, clients may either be homeless under certain categories of the HUD Homeless Definition or At risk of Homelessness under any category of that definition. Use this portion of the form if the applicant client household is at Imminent Risk of Homelessness (Category 2), fleeing/attempting to flee domestic violence **but** does not meet the category of Literally Homeless (Category 4) or is At Risk of Homelessness. Households who do not qualify for rapid rehousing or prevention assistance under these definitions are not eligible for ESG assistance under this program.

**1. This household is a candidate for prevention assistance because:**

- They are currently seeking shelter, and have been staying with family or friends who will no longer let them remain there. (Must be required to leave within 14 days.)
- They are staying in a hotel or motel using their own resources, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They are fleeing or attempting to flee domestic violence, have no other residence and lack the resource and support networks to obtain other permanent housing.
- ~~They have a place to live with their name on the lease from which they are being evicted (must be required to leave within 14 days.)~~ **Not eligible under the City of Berkeley PHP.**
- They are about to be discharged from foster care, or have recently been discharged from foster care, and the residence where they are currently living will be lost within 14 days

Documentation	
Imminent Risk of Homelessness	<input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave (attached), or <input type="checkbox"/> Leaving a hotel or motel – evidence that household has been staying in hotel/ motel (attached), and this application documents lack of resources <input type="checkbox"/> A documented and verified oral statement that residence will be lost within 14 days of the date of this application (attached), and this application documents lack of resources.
Leaving an institution, including foster care	One of the forms of evidence above <u>and</u> <input type="checkbox"/> Discharge paperwork or written/oral referral (attached), or <input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited an institution or foster care (attached)
Fleeing domestic violence	For victim services providers: <input type="checkbox"/> An oral statement, by the individual or head of household self-certified or certified by the intake worker, which states they are fleeing and have no subsequent resident or resources. For non-victim services providers: <input type="checkbox"/> An oral statement, by the individual or head of household self which states they are fleeing and have no subsequent resident or resources. Where the safety of the individual or family is not jeopardized, the oral statement must be verified.

**2. Housing Assessment (Prevention Only) *Households with a lease in their name are not eligible for the City of Berkeley PHP assistance. Please go to section II of this page.***

I. If household intends to keep current housing, what is the monthly rent? \_\_\_\_\_

 **If the household intends to remain in their current unit, does the rent amount exceed the FMR payment standard (based on the chart below)?**

- No: Proceed to next page.  
 Yes: Client is not eligible to be subsidized in their current unit. Ask the client if they are interested in relocating to less expensive housing and if so, proceed with assessment. Otherwise, stop here; client is not eligible. Proceed to end of form

Final FY 2013 FMRs By Unit Bedrooms Oakland-Fremont, CA HUD Metro FMR Area					
SRO	Studio/Efficiency	1-bedroom	2-bedroom	3-bedroom	4-bedroom
\$776	\$1,035	\$1,255	\$1,578	\$2,204	\$2,704

Source: <http://www.huduser.org/portal/datasets/fmr.html> 2/5/12

Is your name on a rental agreement?

- No  Yes

If you owe back rent, how much do you owe? \_\_\_\_\_ **Not eligible under the City of Berkeley PHP.**

How many month's rent is that?

- One  Two  Three  Four  Five  Six or more  Don't Know

Is your landlord willing to accept rent from you?

- No  Yes  Don't Know  Does Not Apply

If you are at risk of eviction, where are you in the eviction process?

- Have not been served formal notice  
 Served a 3-day notice to pay rent or quit  
 Served an Unlawful Detainer summons  
 Eviction judgment has been issued  
 Does not apply

II. If your name is not on a rental agreement, are you living with someone who has a rental agreement and who has notified you in writing that you must leave?  
 No  Yes

Do you currently receive any type of housing or utility subsidy or assistance from any other source?

- No  Yes

Subsidy pays for: \_\_\_\_\_

**Note:** ESG funds cannot be used to cover any cost covered by another subsidy source. For prevention candidates with a housing subsidy, ESG may only be used to pay the tenant portion of overdue back rent.

**Be sure to attach housing status verification form and supporting documentation in file.** Proceed to Part D: Income Verification Section

**D. Income Verification**

What is the combined income of this applicant household? \_\_\_\_\_

Household size: \_\_\_\_\_



Alameda County, California FY2022 Income Limits								
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low Income (30% of AMI)	\$30,000	\$34,300	\$38,600	\$42,850	\$46,300	\$49,750	\$53,150	\$56,600

Source: <https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>

At or below 30% AMI for household size

Above 30% AMI for household size and seeking rapid rehousing assistance. **The City of Berkeley authorization of recipient may be required to proceed.**

Required Authorization: \_\_\_\_\_ (if applicable)

Above 30% AMI for household size and seeking prevention assistance– INELIGIBLE: Proceed to end of form.

***You may use the ESG Income Eligibility Calculation Form or another similar form to determine income. Be sure to include income verification form and supporting documentation for determination in file.***

## E. Resources, Networks and Asset Determination

In addition to meeting the housing status and income requirements, applicants must demonstrate that they do not have sufficient support or resources to retain or gain housing on their own.

### ii. Asset Assessment

To determine whether the applicant household has resources that could be used to prevent or end their homelessness, and to determine the amount of financial assistance to be provided, the program must review their assets. This portion of the form applies to all adults in the household listed on page 1.

No Bank accounts

Bank Accounts (attach appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

Investment Accounts (obtain appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: \_\_\_\_\_ Type of account: \_\_\_\_\_

Name(s) on Account: \_\_\_\_\_

Acct #: \_\_\_\_\_ Acct. Balance: \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_

Other Assets

# of Vehicles: \_\_\_\_\_  No Vehicles

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_


Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

For cars that are 2007 or newer, note blue book value: \_\_\_\_\_

Property (describe and note value): \_\_\_\_\_

Other (describe): \_\_\_\_\_

**Be sure to attached copies of bank statements or other asset verification**

 If assets exceed **\$2,000** per individual or **\$3,000** per couple, if any vehicle is worth more than \$10,000, or if household has more working cars than adult drivers, the household is ineligible.

No  Yes: ineligible. Proceed to end of form

**ii. Personal Resource and Networks**

**Other subsequent housing options**

What steps have you taken to identify other appropriate housing options that you can afford *without any assistance from this program*?

Summary of assessment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Does the household have any other appropriate housing options?  Yes  No

**2. Financial Resources**

Do you have any other resources that you could use to help your household gain housing or remain in your

housing? (See asset assessment; discuss use of participants personal resources to resolve situation.)

Summary of assessment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the household have other financial resources sufficient to obtain other appropriate subsequent housing or remain in their existing housing?  Yes  No

## 2) Support Networks

Do you have any other support networks that could help you gain housing or remain in your housing? (This would include family or friends who can lend or give money, a faith-based organization that can assist you, someone with whom you can live, etc.)?

Summary of assessment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the household have support networks needed to obtain other appropriate subsequent housing or remain in their existing housing?  Yes  No

## F. Approach to housing stability

How did your current situation of homelessness or housing instability come about?

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you currently doing anything to increase your household income or decrease your costs?

No  Yes  Does Not Apply

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are to be assisted, are you willing to participate in services to increase your income or decrease your costs?

No  Yes  Does Not Apply

 **If household is not currently working toward increasing income or decreasing costs and is unwilling to do so, the household *may be* determined as ineligible.** (Note that households with a fixed income may not need to increase income to remain stable.)

Please add any other information pertinent to eligibility determination:


**FOR STAFF USE ONLY:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ HMIS ID: \_\_\_\_\_

**Eligibility Determination**

**A. Household is not eligible to receive ESG assistance due to:**

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

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

1. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
2. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
3. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_
4. Program: \_\_\_\_\_ How was referral made?: \_\_\_\_\_

**B. Household is eligible to receive ESG assistance.**

- Eligibility for rapid rehousing verified;** household will be enrolled and housing search assistance will begin.
- Eligibility for prevention assistance verified;** new housing has been identified or current housing is to be retained and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

**Staff signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Proceed to ~~enroll~~ collect the below documents from the Household:

- Complete ROI and HMIS Intake
- Enter data into HMIS
- Sign the Participation Agreement
- Complete the Household Budget
- Develop Housing Stability Plan
- Complete Request for Tenancy Approval
- Complete Financial Assistance Calculation Form

## City of Berkeley ESG Program Participation Agreement

(click [here](#) to return to relevant section of the manual)

**The ESG Program** provides support services and limited financial resources to help households gain housing or remain housed. I understand that this program may provide me with some or all of the following services:

- Assistance finding and obtaining housing
- Assistance developing a housing plan
- Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
- One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
- Referrals and support to apply for benefits for which I or a member of my household may be eligible.
- Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

- Provide accurate and honest information to my housing specialist and other program staff.
- Work with a housing specialist to develop a housing plan.
- Take all necessary steps to achieve the goals outlined in the plan.
- Meet with my housing specialist at intervals established in my housing plan, and not less than monthly during my participation in the program.
- Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
- Provide current proof of income when requested.
- Pay my portion of rent on time every month and *immediately* advise the housing specialist if I have any trouble in doing so.
- Provide any documentation required by the housing specialist as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
- Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

***I understand that neither \_\_\_\_\_ (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.***

Client Name: \_\_\_\_\_ Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Specialist: \_\_\_\_\_ Agency Name : \_\_\_\_\_ Date: \_\_\_\_\_



### City of Berkeley Sample Budgeting Worksheet

(click [here](#) to return to relevant section of the manual)

Participant Name:	Date:	
	Actual (with current income)	Proposed (with anticipated income and/or subsidy)
<b>Housing Expenses</b>		
Rent		
PG&E		
Water		
Other:		
<b>Car Expenses</b>		
Loan payment		
Insurance		
Gas		
Maintenance & repairs		
<b>Debt</b>		
Creditor 1		
Creditor 2		
<b>Miscellaneous</b>		
Groceries, Lunches, meals		
Childcare		
School supplies		
Prescriptions		
Cable TV		
Internet Connection		
Telephone		
Clothing		
Hair supplies/Toiletries		
Other:		
Other:		
<b>Expense Total</b>		
<b>Income</b>		
Earnings		
Social Security related \$		
Unemployment		
Food Stamps		
Other:		
Other:		
<b>Income Total</b>		
<b>Total Income Minus Expenses</b>		

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager/Housing Specialist Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### City of Berkeley ESG Housing Stability Plan

(click [here](#) to return to relevant section of the manual)

Client/Head of Household Name: \_\_\_\_\_

Initial Plan Date \_\_\_\_\_

My 30 day housing goal is: \_\_\_\_\_

If different, my 90 day goal is \_\_\_\_\_

If different, my permanent housing goal is \_\_\_\_\_

I have or will have the following resources to help me achieve my goals:

- 1.
- 2.
- 3.

In order to reach these goals, I commit to take the following steps:

Step	Actions	What I'll do/Help I'll Receive	30 day progress	60day progress	90 day progress
1		<input type="checkbox"/> referrals to mainstream resources	CM Sign: Date:	CM Sign: Date:	CM sign: Date:
2		<input type="checkbox"/> referrals to mainstream resources	CM Sign: Date:	CM Sign: Date:	CM sign: Date:
3		<input type="checkbox"/> referrals to mainstream resources	CM Sign: Date:	CM Sign: Date:	CM sign: Date:

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Housing Specialist: \_\_\_\_\_ Date: \_\_\_\_\_



## City of Berkeley ESG Financial Assistance Calculation Form

(click [here](#) to return to relevant section of the manual)

Before preparing this calculation, complete the budget form with the Head of Household. Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. **This form must be prepared every three months during the time in which the household receives financial assistance.**

Head of Household : \_\_\_\_\_ Service Point ID: \_\_\_\_\_

Assessment date: \_\_\_\_\_ Staff: \_\_\_\_\_

First financial assistance calculation

Reassessment of financial assistance

### A. GENERAL

Enter the information below from the budget and assets form to determine the amount of financial assistance

Combined Household income: \_\_\_\_\_ (from application) Rent: \_\_\_\_\_ (from lease)

Income minus Rent: \_\_\_\_\_ \* **Percent of income for rent without subsidy:** \_\_\_\_\_

Total Expenses \_\_\_\_\_ (from budget)

\* **Difference between income and expenses:** \_\_\_\_\_

\* **Current Assets:** \_\_\_\_\_ (from application)

**Use information indicated with \* to determine financial assistance below**

### B. SECURITY DEPOSIT (skip if not applicable)

New residence requires a Security Deposit of: \_\_\_\_\_ (This may include up to two months rent if required as deposit but should not include first month's rent in this calculation. Assistance with First month's rent should be part of the Rental Assistance in section C. below)

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:** \_\_\_\_\_

**B. UTILITY DEPOSIT** (cross through and skip if not applicable)

To receive utilities at the new residence, one or more utility companies require a Utility Deposit of:

Utility: \_\_\_\_\_ Required Deposit: \_\_\_\_\_

Utility: \_\_\_\_\_ Required Deposit: \_\_\_\_\_

Utility: \_\_\_\_\_ Required Deposit: \_\_\_\_\_

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

**Program will make a payment on behalf of household of:** \_\_\_\_\_

**C. SHORT OR MEDIUM TERM RENTAL ASSISTANCE** (cross through and skip if not applicable)

Client has no income

Program will pay 100% of the rent for up to three months or until a change in income occurs

Household has income and will make payments to the landlord of:

50% of the rent. Amount: \_\_\_\_\_

50% of their income toward the rent: Amount \_\_\_\_\_

Another amount: \_\_\_\_\_ (Requires agency supervisor approval.)  
Authorized Approval: \_\_\_\_\_

Household is awaiting an anticipated permanent subsidy and will pay 30% of their income for rent:  
Subsidy anticipated: \_\_\_\_\_ Date anticipated: \_\_\_\_\_

**Program will make a monthly rental assistance payment of \$ \_\_\_\_\_** (Rent minus client contribution) for up to three months or until a change in income occurs. Projected length of rental assistance: \_\_\_\_\_ months.

**E. UTILITY ARREARS** (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes \_\_\_\_\_ in past utility arrears (from documentation of utility arrears)

Based on income and assets available, **Household will make:**

No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the arrears of: \_\_\_\_\_ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

A monthly payment toward the arrears of: \_\_\_\_\_ Payment agreement negotiated with landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

**Program will make a payment on behalf of household of \_\_\_\_\_**

**F. FINANCIAL ASSISTANCE AGREEMENT**

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: \_\_\_\_\_ (not later than 3 months from first expected payment.)

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Specialist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Attach this agreement to a copy of lease or occupancy agreement and, if past due rent or utilities, a copy of a record from the landlord/lessor or utility company indicating the amount of arrears.)



**City of Berkeley Rent Reasonableness and FMR Certification**

(click [here](#) to return to relevant section of the manual)

	<b>PROPOSED UNIT</b>	<b>COMPARISON UNIT #1</b>	<b>COMPARISON UNIT #2</b>	<b>COMPARISON UNIT #3</b>
<b>ADDRESS</b>				
<b>NUMBER OF BEDROOMS</b>				
<b>SQUARE FEET</b>				
<b>TYPE OF UNIT/CONSTRUCTION</b>				
<b>HOUSING CONDITION</b>				
<b>LOCATION/ACCESSIBILITY</b>				
<b>AMENITIES UNIT: SITE: NEIGHBORHOOD:</b>				
<b>AGE IN YEARS</b>				
<b>UTILITIES (TYPE)</b>				
<b>UNIT RENT UTILITY ALLOWANCE GROSS RENT</b>				
<b>HANDICAP ACCESSIBLE?</b>				

CERTIFICATION:

A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of \$\_\_\_\_\_.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

<b>NAME:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>
--------------	-------------------	--------------

## City of Berkeley Habitability Standards Inspection Form

(click [here](#) to return to relevant section of the manual)

(based on HUD's HQS and the HPRP Notice; Certified HQS Inspectors may use an HQS form instead)

Name of Participant	Participant Phone Number	Date of Request (mm/dd/yyyy)
Inspector		Date of Initial Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial inspection <input type="checkbox"/> Special <input type="checkbox"/> Re-	Date of Last Inspection (mm/dd/yyyy)	Agency

### A. General Information

<b>INSPECTED UNIT</b>		<b>Year Constructed (yyyy):</b>
Full Address		<b>Housing Type (check as appropriate)</b> <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or two family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise; 3,4 stories including garden apt. <input type="checkbox"/> High Rise; 5 or more stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other: _____
Number of Children in Family Under 6:		
OWNER NAME	OWNER PHONE	
ADDRESS OF OWNER/AGENT		

**Is Lead Paint inspection required?** (unit was constructed prior to 1978 and children under age 6 or a pregnant woman are in the household.)  Yes     No

### B. Summary Decision on Unit (to be completed after form is filled out)

<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of bedrooms	Number of sleeping rooms	Print Name and Signature of Inspector
---	--------------------	--------------------------	---------------------------------------

#### How to use this form

1. Review each room in the house as listing in the form (1. Living Room; 2. Kitchen; 3. Bathroom; 4. Other Rooms Used for Living or Halls (use as many as needed); 5. All Secondary Rooms Not Used for Living; 6. Building Exterior; 7. Heating, Plumbing and Installation; 8. General Health and Safety.  
 Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
2. In the space to the right of the item, if the decision is "Fail," write what repairs are necessary.
3. If the item passes inspection, check the "Pass" box.
4. A final summary page to note repairs needed is provided on the final page. If owner/manager is present at inspection, gather signature on final page.
5. For lead paint inspections, if not required, mark "no."
6. Complete Habitability Form indicating if the unit passed or failed and print and sign name.

# INSPECTION CHECKLIST

Item #	1. LIVING ROOM Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
1.1	<b>LIVING ROOM PRESENT</b>			
1.2	<b>ELECTRICITY</b> Are there at least two working outlets or one working outlet and one working light fixture?			
1.3	<b>ELECTRICAL HAZARDS</b> Is the room free from electrical hazards?			
1.4	<b>SECURITY</b> Are all windows and doors that are accessible from the outside lockable?			
1.5	<b>WINDOW CONDITION</b> Is there at least one window, are all windows free of signs of severe deterioration or missing or broken out panes?			
1.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
1.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
1.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
1.9	<b>LEAD PAINT</b> Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable
Item #	2. KITCHEN Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.1	<b>KITCHEN AREA PRESENT</b>			
2.2	<b>ELECTRICITY</b> Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	<b>ELECTRICAL HAZARDS</b> Is the kitchen free from electrical hazards?			
2.4	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	<b>WINDOW CONDITION</b> Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
2.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
2.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
2.9	<b>LEAD PAINT</b> Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable
2.10	<b>STOVE OR RANGE WITH OVEN</b> Is there a working oven and a stove (or range) with top burners that work?			
2.11	<b>REFRIGERATOR</b> Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			

2.12	<b>SINK</b> Is there a kitchen sink that works with hot and cold running water?			
2.13	<b>SPACE FOR STORAGE AND PREPARATION OF FOOD</b> Is there space to store and prepare food?			
<b>3. BATHROOM</b>		DECISION		Repairs Required
Item #	Description	Yes, PASS	No, FAIL	
3.1	<b>BATHROOM PRESENT</b>			
3.2	<b>ELECTRICITY</b> Is there at least <i>one</i> permanently installed light fixture?			
3.3	<b>ELECTRICAL HAZARDS</b> Is the bathroom free from electrical hazards?			
3.4	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	<b>WINDOW CONDITION</b> Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
3.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
3.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
3.9	<b>LEAD PAINT</b> Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable
3.10	<b>FLUSH TOILET IN ENCLOSED ROOM IN UNIT</b> Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	<b>FIXED WASH BASIN OR LAVATORY IN UNIT</b> Is there a working, permanently installed wash basin with hot and cold running water in the unit?			
3.12	<b>TUB OR SHOWER IN UNIT</b> Is there a working tub or shower with hot and cold running water in the unit?			
3.13	<b>VENTILATION</b> Are there operable windows or a working vent system?			
<b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>		DECISION		Repairs Required
Item #	Description	Yes, PASS	No, FAIL	
4.1	<b>ROOM CODE and ROOM LOCATION:</b>  right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	<b>ELECTRICITY</b> If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?			

4.3	<b>ELECTRICAL HAZARDS</b> Is the room free from electrical hazards?			
4.4	<b>SECURITY</b> Are all windows and doors that are accessible from the outside lockable?			
4.5	<b>WINDOW CONDITION</b> If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?			
4.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
4.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
4.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
4.9	<b>LEAD PAINT</b> Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable
4.10	<b>SMOKE DETECTORS</b> Are smoke detectors in each room used for sleeping? Are they working?			
	<b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>	DECISION		Repairs Required
Item #	Description	Yes, PASS	No, FAIL	
4.1	<b>ROOM CODE and ROOM LOCATION:</b>  right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	<b>ELECTRICITY</b>			
4.3	<b>ELECTRICAL HAZARDS</b>			
4.4	<b>SECURITY</b>			
4.5	<b>WINDOW CONDITION</b>			
4.6	<b>CEILING CONDITION</b>			
4.7	<b>WALL CONDITION</b>			
4.8	<b>FLOOR CONDITION</b>			
4.9	<b>LEAD PAINT</b>			<input type="checkbox"/> Not Applicable
4.10	<b>SMOKE DETECTORS</b>			
	<b>4. OTHER ROOMS USED FOR LIVING OR HALLS</b>	DECISION		Repairs Required
Item #	Description	Yes, PASS	No, FAIL	
4.1	<b>ROOM CODE and ROOM LOCATION:</b>  right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	<b>ELECTRICITY</b>			
4.3	<b>ELECTRICAL HAZARDS</b>			



4.4	<b>SECURITY</b>			
4.5	<b>WINDOW CONDITION</b>			
4.6	<b>CEILING CONDITION</b>			
4.7	<b>WALL CONDITION</b>			
4.8	<b>FLOOR CONDITION</b>			
4.9	<b>LEAD PAINT</b>			<input type="checkbox"/> Not Applicable
4.10	<b>SMOKE DETECTORS</b>			
<b>5. ALL SECONDARY ROOMS NOT USED FOR LIVING</b>		<b>DECISION</b>		<b>Repairs Required</b>
<b>Item #</b>	<b>Description</b>	<b>Yes, PASS</b>	<b>No, FAIL</b>	
5.1	<b>NONE. GO TO PART 6</b>			
5.2	<b>SECURITY</b> Are all windows and doors that are accessible from the outside lockable in each room?			
5.3	<b>ELECTRICAL HAZARDS</b> Are all these rooms free from electrical hazards?			
5.4	<b>OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS</b> Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature" explain hazard and means of control of interior access to room.			
<b>6. BUILDING EXTERIOR</b>		<b>DECISION</b>		<b>Repairs Required</b>
<b>Item #</b>	<b>Description</b>	<b>Yes, PASS</b>	<b>No, FAIL</b>	
6.1	<b>CONDITION OF FOUNDATION</b> Is the foundation sound and free from hazards?			
6.2	<b>CONDITION OF STAIRS, RAILS, AND PORCHES</b> Are all the exterior stairs, rails and porches sound and free from hazards?			
6.3	<b>CONDITION OF ROOF AND GUTTERS</b> Are the roof, gutters and downspouts sound and free from hazards?			
6.4	<b>CONDITION OF EXTERIOR SURFACES</b> Are exterior surfaces sound and free from hazards?			
6.5	<b>CONDITION OF CHIMNEY</b> Is the chimney sound and free from hazards?			
6.6	<b>LEAD PAINT: EXTERIOR SURFACES</b> Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?			<input type="checkbox"/> Not Applicable
6.7	<b>MANUFACTURED HOMES: TIE DOWNS</b> If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check "Not Applicable."			
<b>7. HEATING, PLUMBING AND INSULATION</b>		<b>DECISION</b>		<b>Repairs Required</b>
<b>Item #</b>	<b>Description</b>	<b>Yes, PASS</b>	<b>No, FAIL</b>	
7.1	<b>ADEQUACY OF HEATING EQUIPMENT</b> a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living? b. Is the heating equipment oversized by more than 15%?			

	c. Are pipes and ducts located in unconditioned space insulated?			
7.2	<b>SAFETY OF HEATING EQUIPMENT</b> Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?			
7.3	<b>VENTILATION AND ADEQUACY OF COOLING</b> Does this unit have adequate ventilation and cooling by means of operable windows or a working cooling system?			
7.4	<b>HOT WATER HEATER</b> Is hot water heater located, equipped, and installed in a safe manner?			
7.5	<b>WATER SUPPLY</b> Is the unit served by an approvable public or private sanitary water supply?			
7.6	<b>PLUMBING</b> Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?			
7.7	<b>SEWER CONNECTION</b> Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back up?			
	<b>8. GENERAL HEALTH AND SAFETY</b>	<b>DECISION</b>		
<b>Item #</b>	<b>Description</b>	<b>Yes, PASS</b>	<b>No, FAIL</b>	<b>Repairs Required</b>
8.1	<b>ACCESS TO UNIT</b> Can the unit be entered without having to go through another unit?			
8.2	<b>EXITS:</b> Is there an acceptable fire exit from this building that is not blocked?			
8.3	<b>EVIDENCE OF INFESTATION</b> Is the unit free from rats or severe infestation by mice or vermin?			
8.4	<b>GARBAGE AND DEBRIS</b> Is the unit free from heavy accumulation of garbage or debris inside and outside?			
8.5	<b>REFUSE DISPOSAL</b> Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?			
8.6	<b>INTERIOR STAIRS AND COMMON HALLS</b> Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on stairways, absent or insecure railings, or other hazards?			
8.7	<b>OTHER INTERIOR HAZARDS</b> Is the interior of the unit free from any other hazards not specifically identified previously?			
8.8	<b>ELEVATORS</b> Are they working and safe?			
8.9	<b>INTERIOR AIR QUALITY</b> Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?			
8.10	<b>SITE AND NEIGHBORHOOD CONDITIONS</b> Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the residents?			
8.11	<b>LEAD PAINT: OWNER CERTIFICATION</b> If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of compliance been obtained?			<input type="checkbox"/> Not Applicable



**Priority Home Partnership Rental Assistance Agreement Letter**

(click [here](#) to return to relevant section of the manual)

(date)

(landlord address)

\_\_\_\_\_ (Head of Household) has been approved to receive temporary financial assistance through the Emergency Solutions Grant (ESG) program. The program is designed to help the participant secure and/or retain housing and be a successful tenant. Our agency will maintain regular contact during his/her time in the program to assist him/her with any problems related to his/her housing or tenancy. The program does not, however, assume any responsibility for the tenant's rent or for compliance with the lease. The tenant is fully responsible for complying with the terms of the lease he/she has with you.

The person named above has been approved for assistance with (check all that apply):

- A rental deposit in the amount of \$ \_\_\_\_\_
- A short-term rent subsidy in the amount of \$ \_\_\_\_\_ (currently approved until  
date. This subsidy may be extended at the program's discretion)
- Assistance with past due rent in the amount of \$ \_\_\_\_\_

All other payments under the terms of the lease are the responsibility of the tenant.

The City of Berkeley Priority Home Partnership Program will provide the above housing assistance payments to you beginning [date]. By signing below, you agree to apply all payments you receive on the tenant's behalf toward the specified housing-related costs on the check. The termination of housing assistance payments shall not affect the household's other rights under the lease.

The tenant is required to notify us if he or she moves; however, if you ever receive a subsidy check for a tenant who has moved, it is your responsibility to return the check to us. Financial assistance from this program can only be used toward the housing-related costs of the tenant named above while he/she resides in your housing. You also must notify us if during the term of this agreement you notify the tenant to vacate or if you lodge any complaint under state or local law to commence an eviction.

The ESG program requires landlords to comply with the Violence Against Women and Justice Department Reauthorization Act of 2005 including the below:

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

You are welcome to contact me if you have any questions or concerns regarding the program or this tenant's housing. [ *name, title at 510 XXX-XXXX or housing specialist @ agency.org*]. Thank you for working with us.

Sincerely,

**I have read this agreement and I agree to accept payments on behalf of the tenant listed above as described in this letter. I have provided a W-9 form to the agency.**

**Property Owner/Property Manager Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Three Month Reassessment of Eligibility

(click [here](#) to return to relevant section of the manual)

Reassessment Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Staff Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Program:  ESG     FRHP     PRCS     Other: \_\_\_\_\_

Head of Household Name: \_\_\_\_\_

Service Point ID: \_\_\_\_\_

**Before beginning this Reassessment form, collect copies of updated income documentation for the household.**

Has there been a change in address or phone since the last assessment?

- No Change
- Address and/or phone has changed; new information below **(Enter into HMIS InHOUSE Housing Sub-assessment)**

Current STREET Address: \_\_\_\_\_

Apartment or Unit Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Start Date (Date moved into Permanent Housing) \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

- a) Total Household Members living/will live at this address: \_\_\_\_\_
- b) Total ADULTS living/will live at this address: \_\_\_\_\_
- c) Total CHILDREN living/will live at this address \_\_\_\_\_ (NOTE: a – b = c)

**Time in Program**

Has household **a)** received 24 months of ESG assistance in last 36 months or **b)** exceeded other program time limits?

- Yes                                       No

**If household has exceeded eligible time in program, record the determination below**, and complete the HMIS Exit Form for all adults.

**Income Status Eligibility (Complete the income reassessment form attached for each adult and enter into HMIS)**

What is the total gross household monthly income (include all household members)? \$ \_\_\_\_\_

What is the total gross household annual income? \$ \_\_\_\_\_ (monthly amount x 12)

Using the chart below, circle the household size and determine the percent of Area Median Income (AMI)

Household Size	1	2	3	4	5	6	7	8
30% AMI	\$28,800	\$32,900	\$37,000	\$41,100	\$44,400	\$47,700	\$51,000	\$54,300
50% AMI	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450

Please check the household's current income status AND the documentation attached

AMI information current as of 2/8/2022

- |  |   |  |
|--|---|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> No Income</li> <li><input type="checkbox"/> 1-30% AMI</li> <li><input type="checkbox"/> 31-50% AMI</li> <li><input type="checkbox"/> Over 50% AMI</li> </ul> <p><u>Other Documentation</u></p> <div style="background-color: #cccccc; height: 15px; width: 100%;"></div> | <p><u>Copy of Payment Statement / Benefit Notice</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Alimony, spousal or child support</li> <li><input type="checkbox"/> GA, SSI, SSDI, or TANF</li> <li><input type="checkbox"/> Private Disability</li> <li><input type="checkbox"/> Pension / Retirement</li> <li><input type="checkbox"/> Unemployment or Workers' Comp</li> <li><input type="checkbox"/> Interest / Dividend Income</li> </ul> | <p><u>Copies of Pay Stubs</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Earned Income</li> </ul> <p><u>Copy of Federal or State Tax Return</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Self-Employment</li> </ul> <p><u>Income Self-Certification</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> No Income</li> </ul> |
|--|---|--|



**Household has income greater than 30% of Median Income for the ESG program, or greater than 50% of AMI for the PRCS or FRHP program, discontinue assistance.** Record the determination below, and complete the Exit Form for all adults. (For other programs, check program guidelines.)

**Is household receiving now or going to begin to receive a housing subsidy from another program?**

- Yes  No

Subsidy: \_\_\_\_\_ Start date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_



**If household will be starting another subsidy, household is not eligible for continued financial assistance.** Household may continue to receive supportive services if needed to prevent homelessness. Skip to Housing Stability Plan Progress.

**Rent as Portion of Income**

Is the household receiving Financial Assistance to remain housed?

- Yes  No

What is the **TOTAL** monthly rent? \_\_\_\_\_ (the total rent, *not the portion currently paid by tenant*)

Rent to Income ratio:  $\frac{\text{Total Monthly Rent (_____)}}{\text{Gross Monthly Household Income (_____)}} \times 100 = \text{_____} \%$



**If the income to rent ratio is lower than 50% for ESG and PRCS and 40% for FRHP, discontinue financial assistance.** Household may continue to receive supportive services if needed to prevent homelessness.

**Housing Stability Plan Progress**

Progress toward Obtaining or Maintaining Appropriate Housing:

- Achieved and Complete  Making adequate progress  Not making adequate progress

Progress toward Income or Employment Goals:

- Achieved and Complete  Making adequate progress  Not making adequate progress  Does Not Apply

Progress toward Other Stability Goals:

- Achieved and Complete  Making adequate progress  Not making adequate progress  Does Not Apply

**Comments on Plan Progress, Accomplishments and Barriers:**




**If the household has achieved/completed all goals, they are no longer in need of assistance; discontinue assistance.** If the household is not making adequate progress on the Housing Stability Plan, and the household has been offered all assistance necessary to make progress and has refused such assistance, **you may discontinue assistance.** Indicate in comments below efforts made and current status of plan. Programs are strongly encouraged not to discontinue assistance if household is making appropriate efforts but progress is delayed. If discontinuing assistance, record the determination below, and complete the Exit Form for all adults.

**Does household have financial resources and/or support networks that can help them gain/remain in housing?**




If household has other resources or support networks that can help them gain or remain in housing that are adequate to secure their housing, **discontinue assistance**. Record the determination below, and complete the HMIS Exit Form for all adults.

**RESULT OF REASSESSMENT:**

**Discontinuing Program Assistance:**

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Received maximum permitted assistance  | <input type="checkbox"/> Over Income                  | <input type="checkbox"/> Below targeted rent to income ratio and does not require services.  | <input type="checkbox"/> Receiving housing subsidy and does not require services. |
| <input type="checkbox"/> Completed Housing Stability Plan Goals | <input type="checkbox"/> Not making adequate progress | <input type="checkbox"/> has other resources or support networks that can secure the housing | <input type="checkbox"/> Other: _____   |

*After completing the reassessment of eligibility, I have been informed that I/my household am/are no longer eligible for assistance from this program. I understand that I and my household will be exited from the program. I understand that if I am in need at a later time I may reapply for assistance (as long as I have not exceeded the maximum length of assistance and continue to be eligible.)*

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff member signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Continuing Assistance:**

- Continue *housing stabilization services only*. Revise/update Housing Stability Plan, and prepare new household budget if income has changed.
- Continue financial assistance and housing stabilization services. Complete new financial assistance calculation, revise/update housing stability plan and prepare new budget.

**Attached:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Revised Housing Stability Plan | <input type="checkbox"/> New Budget (if applicable) | <input type="checkbox"/> New Financial Assistance Calculation form (if applicable) |
|---|---|--|

*After completing the reassessment of eligibility, I have been informed that I/my household am/are eligible for continued assistance from this program. I understand that my participation agreement remains in force and that a new stability plan, budget and financial contribution may be required. I understand that I will be reassessed again within three months **or less** and that assistance may be discontinued at any time.*

Head of Household Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff member signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ACHMIS Annual Assessment Form**

**ACHMIS Annual Assessment** v2022.1

<b>Client Unique ID</b>

<b>Project Name:</b>		<b>Annual Update Date:</b>	
----------------------	--	----------------------------	--

<b>Client First:</b>	<b>Middle:</b>	<b>Last:</b>	<b>Suffix:</b>

<b>Client Location</b>		<b>CA-502</b>
------------------------	--	---------------

<b>In Permanent Housing?:</b>	<b>Move-in Date:**</b> ___/___/___	<b>**Enter housing move in date on ENROLLMENT screen**</b>
-------------------------------	------------------------------------	--

<b>VA/PATH-Connection with SOAR?:</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Client doesn't know	<input type="checkbox"/> Client refused
---------------------------------------	-----------------------------	------------------------------	--	---

<b>Date of PATH Status Determination:</b>	___/___/___
---	-------------

<b>Client Became Enrolled in PATH?:</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes
---	-----------------------------	------------------------------

<b>Reason Not Enrolled:</b>	<input type="checkbox"/> Client was found ineligible for PATH
-----------------------------	---

<input type="checkbox"/>	<input type="checkbox"/> Client was not enrolled for other reason(s)
--------------------------	--

<input type="checkbox"/>	<input type="checkbox"/> Unable to locate client
--------------------------	--

<b>RHY BCP Status (complete only for RHY clients)</b>	
---	--

<b>Date of RHY_BCP Status Determined:</b>	___/___/___
---	-------------

<b>Youth Eligible for RHY Services?:</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes
--	-----------------------------	------------------------------

<b>Reason why Services are Not Funded by a BCP Grant:</b>	<input type="checkbox"/> Out of Age Range	<input type="checkbox"/> Ward of the State-Immediate Reunification
---	---	--

<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/> Ward of the Criminal Justice System-Immediate Reunification
--------------------------	--------------------------------	--

<b>Runaway Youth?:</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Client Doesn't Know	<input type="checkbox"/> Client Refused
------------------------	-----------------------------	------------------------------	--	---

<b>Disability:</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Client doesn't know	<input type="checkbox"/> Client refused
--------------------	-----------------------------	------------------------------	--	---

<b>Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently:</b>	<input type="checkbox"/> Physical	<input type="checkbox"/> Mental Health	<input type="checkbox"/> Chronic Health Condition	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Drugs	<input type="checkbox"/> Both	<input type="checkbox"/> Developmental	<input type="checkbox"/> HIV/AIDS
	..	..	..	..	..	..	..	..

Client Unique ID

Domestic Violence:

Are you, or have you been a survivor of domestic or intimate partner violence?			
Yes	No	Client doesn't know	Client refused
If YES, how long ago did you have this experience?		If YES, are you currently fleeing?	
Within the past 3 months	3 to 6 months ago	6 months to 1 year ago	No
1 year ago or more	Client doesn't know	Client refused	Yes
		Client doesn't know	Client refused

Cash Income for Individual	Non-Cash Benefits
----------------------------	-------------------

Income from Any Source?				Receiving Non-Cash Benefits?			
Yes	No	Client doesn't know	Client refused	Yes	No	Client doesn't know	Client refused

Source:	Amount:				
Earned income (i.e., employment income)	\$ _____ .00	Supplemental Nutrition Assistance Program (SNAP)			
Unemployment Insurance	\$ _____ .00	Special Supplemental, Nutrition Program for Women, Infants, and Children			
Worker's Compensation	\$ _____ .00	TANF Child Care services			
Private disability Insurance	\$ _____ .00	TANF Transportation services			
VA Service-Connected Disability Compensation	\$ _____ .00	Other TANF-Funded services			
Social Security Disability Insurance (SSDI) \$	\$ _____ .00	Other Non-Cash Benefit Source: _____			
Supplemental Security Income (SSI)	\$ _____ .00	<b>Health Insurance</b>			
Retirement Income from Social Security	\$ _____ .00	Covered by Health Insurance?			
VA Non-Service-Connected Disability Pension \$	\$ _____ .00	Yes	No	Client doesn't know	Client refused
Pension or retirement income from a former job	\$ _____ .00	MEDICAID/Medi-Cal			
Temporary Assistance for Needy Families (TANF)	\$ _____ .00	MEDICARE			
General Assistance (GA)	\$ _____ .00	State Children's Health Insurance			
Alimony or other spousal support	\$ _____ .00	Veteran's Administration (VA) Medical Services			
Child Support	\$ _____ .00	Employer-Provided Health Insurance			
Other Cash Income	\$ _____ .00	Health Insurance obtained through COBRA			
Other Cash Income Source:		Private Pay Health Insurance			
		State Health Insurance for Adults			
		Indian Health Services Program			
		Other Health Insurance Source: _____			

Total Cash Income for Individual:	\$	
-----------------------------------	----	--

# ACHMIS Annual Assessment v2022.1

Client Unique ID

Well-being				
Client perceives their life has value and worth.	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree
	Strongly agree	Client doesn't know	Client refused	
Client perceives they have support from others who will listen to problems.	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree
	Strongly agree	Client doesn't know	Client refused	
Client perceives they have a tendency to bounce back after hard times.	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree
	Strongly agree	Client doesn't know	Client refused	
Client's frequency of feeling nervous, tense, worried, frustrated, or afraid.	Not at all	Once a month	Several times a month	Several times a week
	At least every day	Client doesn't know	Client refused	

## RHY Specific Youth Information

Pregnancy Status:	No	*Yes	Client doesn't know	Client refused
*Due Date:	___ / ___ / ___			

Staff Completing (Printed Name):	Date:
----------------------------------	-------

**Priority Home Partnership Notification of Termination of ESG Assistance**

(click [here](#) to return to relevant section of the manual)

You/your household has violated the terms of your ESG Participation Agreement, signed by \_\_\_\_\_ on \_\_\_\_\_ (date.) The program violation(s) consist of \_\_\_\_\_

The program is hereby advising you that as of \_\_\_/\_\_\_/\_\_\_\_\_ no further

- financial assistance
- housing stabilization services

Will be provided to you/your household.

You/your household will be solely responsible for covering all housing/utility costs as of that date.

\_\_\_\_\_  
(Staff signature)

\_\_\_\_\_  
(Date)

I have reviewed and authorized this notification:

\_\_\_\_\_  
(Supervisor signature)

\_\_\_\_\_  
(Date)

**Procedure for due process:** If you disagree with this determination, you may request a review of this decision within 10 days of the date of this notice by making a request **in writing\*** to:

{job title}  
{Address}  
{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, your landlord, or call a hearing with yourself, agency staff, and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days. A written notice of the final decision will be provided to you.

*\*Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*

## City of Berkeley ESG Income Eligibility Calculation Worksheet

### City of Berkeley ESG Income Eligibility Calculation Worksheet

To be eligible for ESG, households must be at or below 30% of the Area Median Income (and meet other Federal and local ESG eligibility requirements.) This worksheet has been adapted from the HUD authorized form used for HPRP can be used to determine whether an applicant household meets the ESG eligible income requirement. A copy of this form or a similar document used to determine income should be kept in the client file. Be sure to attach to the document copies of all income documentation used to prepare the calculation. See the income verification policy for further information and instructions.

Household Member Number	Household Member Name	Age of Household Member			
1					
2					
3					
4					
5					
	<b>Total Household Members (Household size)</b>				
	<b>30% of Area Median Income (AMI) for Household Size</b>	\$			
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)
	Earned Income (for ADULT household members only)	\$			\$
	Earned Income (for ADULT household members only)	\$			\$
	Self-employment/ business income	\$			\$
	Interest & Dividend Income	\$			\$
	Pension/Retirement Income	\$			\$
	Unemployment & Disability Income	\$			\$
	Unemployment & Disability Income	\$			\$
	TANF/Public Assistance	\$			\$
	Alimony, Child Support and Foster Care Income	\$			\$
	Armed Forces Income	\$			\$

	Other (specify):	\$			\$
<b>Total Annual Gross Income from all Sources</b>					<b>\$</b>
<b>30% of Area Median Income for Household Size</b>					<b>\$</b>
<b>Variance (If less than AMI, then household is income eligible)</b>					<b>\$</b>
<i>Is the household at or below 30% Area Median Income?</i>					<i><b>YES-Income Eligible NO-COB approval needed</b></i>

**Lease Addendum - VAWA**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

• **Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

• **Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

• **Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

• **VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

Form HUD-91067  
(9/2008)



**Alternative Lease Addendum – Violence Against Women Act**  
LEASE ADDENDUM - VAWA VIOLENCE AGAINST WOMEN ACT

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

**Purpose of the Addendum** - This Lease Addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 and subsequent revisions (VAWA). The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the City of Berkeley’s ESG **Short Term Rental Assistance Program** compliance with VAWA.

- **Conflicts with Other Provisions of the Lease** - In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
  
- **Term of the Lease Addendum** - The effective date of this Lease Addendum is \_\_\_\_\_.  
This Lease Addendum shall continue to be in effect until the Lease is terminated.

Properties that receive federal funding must abide by VAWA and the following HUD Notices  
HUD- 5380, HUD-5381, HUD-5382, HUD-5383

**HUD-5380** - The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.

**HUD-5381** - In accordance with the Violence Against Women Act (VAWA), the housing provider allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability of a housing provider to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the housing provider has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, and how an emergency transfer may occur.

**The requirements you must meet 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 are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation.
2. You expressly request the emergency transfer. Submission of documentation confirms that you have expressly requested a transfer.
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 are a victim of sexual assault and the assault occurred on the premises during the 90- calendar-day period before you request a transfer. If you are a victim of 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 submit this form or otherwise expressly request the transfer.

**HUD-5383** - If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts. You may self-report the request for transfer in writing.

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.

**HUD-5383** - The housing provider cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The housing provider will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If the housing provider has no safe and available units for which a tenant who needs an emergency is eligible, the housing provider will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential.

Property Address: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Date of Original Lease: \_\_\_\_\_ Date of this Lease Amendment: \_\_\_\_\_

**Tenant First on Lease**

**Tenant Second on Lease**

**Landlord**

\_\_\_\_\_  
Type or Print Name Here

\_\_\_\_\_  
Type or Print Name Here

\_\_\_\_\_  
Type or Print Name Here

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



**VAWA Resources can be found here:**

**[https://www.hud.gov/program\\_offices/housing/mfh/violence\\_against\\_women\\_act](https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act)**

**HUD VAWA Forms**

- [HUD-5380](#) Notice of Occupancy Rights Under the Violence Against Women Act
- [HUD-5381](#) Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- [HUD-5382](#) Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation
- [HUD-5383](#) Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

**Additional Resources**

- [National Domestic Violence Hotline](#) - 1-800-799-7233 or 1-800-787-3224 (TTY)
- The Rape, Abuse & Incest National Network’s [National Sexual Assault telephone Hotline](#) - **1.800.656.HOPE**
- National Center for Victims of Crime’s [Stalking Resource Center](#)

## Notice of Occupancy Rights under the Violence Against Women Act

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Expires 06/30/2017

**[Insert Name of Housing Provider<sup>1</sup>]**

### Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>

#### To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of 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 **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

---

<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

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

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

## **Protections for Tenants**

If you are receiving assistance under **[insert name of program or rental assistance]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim 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 **[insert name of program or rental assistance]** 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**

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 been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **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 are a victim of 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 are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of 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 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 a victim of 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 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 victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of 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 victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of 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 **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

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

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

**Attachment:** Certification form HUD-5382 **[form approved for this program to be included]**

From HUD-5380 (12/2016)

## Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

MODEL EMERGENCY TRANSFER PLAN FOR  
VICTIMS OF DOMESTIC VIOLENCE, DATING  
VIOLENCE, SEXUAL ASSAULT, OR STALKING

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Expires 06/30/2017

**[Insert name of covered housing provider]**

### Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

#### Emergency Transfers

**[Insert name of covered housing provider (acronym HP for purposes of this model plan)]** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>4</sup> HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>5</sup> The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security.

---

<sup>4</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>5</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that [insert name of program or rental assistance here] is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HP’s management office and submit a written request for a transfer to [HP to insert location]. HP will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant’s written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP’s program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

## **Confidentiality**

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and alternate documentation**

**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.

**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.

**Form HUD-5382 (12/2016)**

## Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

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

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet 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 are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(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 are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of 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 submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. 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 or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11.

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. 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) \_\_\_\_\_

**Form HUD-5383 (12/2016)**