# 4.8.4 HOPWA-STRMU/TBRA/PHP ASSISTANCE – INTAKE ASSESSMENT FORM

(Regular & COVID)

PLEASE PRINT THE ANSWERS TO THE FOLLOWING QUESTIONS:

Date:/ Enrol	lment Date: _	//	Client (	Characte	r Code			
Last Name:	Fir	st Name:_			Middle:		Suffix:	
Social Security #:		_ DOB:	/	/				
Demographic Information Race: American Indian or Alas Asian Black or African Americ	skan Native			Vative H	awaiian or Pacific	Islander		
Ethnicity: Hispanic	Non-Hispanio							
Marital Status:  ☐ Single ☐ Never Married ☐ Divorced ☐ Married living with spou		Married n Common Living to	Law	g with sp	Oti	idowed her vil Union		
Gender:  ☐ Male ☐ Female [ ☐ Other If other, please s				dentify a	ıs M,F,FtM or Mtl	7		
Disabling Condition: Useteran Status:	Yes [Yes [	□ No □ No						
Primary Language:								
Address: Street Address:								
Phone#:	Hom	ne Mobil	e	ork En	nail:			
Emergency Contact: Relationship	Na	ame			Phone_			
Family Information: Family Members: Use one Gender: M-Male, F-Fe Race: A-Asian, AI/AN NH/PI-Native Haw Disabling Condition: A Drug Abuse, HIV/A Relationship to Head of child, P - Parent, S caretaker, ONM - O	emale, T-Trans -American Ind vaiian/Pacific I AA — Alcohol A AIDS, MH — M of Household C — Stepchild,	sgender (Mt lian/Alaskar slander, W- Abuse, <i>CHO</i> Mental Healt (HoH): D – GP – Gran	F, FtM)  n Native White C – Chro h, PD – Daught dparent,	B/AA-l Ethnicit nic Heal Physica er, S – S	Black/African Am y: H-Hispanic, No. th Condition, DD I Disability on, W – Wife, H	H-Non-Hispan – Developmen – Husband, <b>DC</b>	tal Disabili C – Depend	ent
Name	Gender	DoB	Race	Ethn	SSN	Relationship to HoH	Disabling Condition	Vet Status
		/ /				11011	Condition	Y N
		/ /						YN
		· ,	+	+	<del> </del>	+	<u> </u>	+

Y N

Housing Assessment
Housing Status:
Homeless
At imminent risk of losing housing  Fleeing domestic violence
Homeless only under other federal statutes Stably Housed Don't know Refused
Were you recently effected by a natural disaster?  Yes No
If yes, what natural disaster?
Was your home directly impacted?  Yes No Were you indirectly impacted? Yes No
Did you utilize a HUD waiver for Fair Market Rent? Yes No
Prior Living Situation:  Homeless situation  Institutional situation  Transitional & Permanent housing situation
If choosing "Homeless situation" as Prior Living Situation, check one of the following as prior residence:  Place not meant for habitation  Safe haven  Interim housing  Emergency Shelter (includes hotel/motel paid with emergency shelter voucher)
If you chose "Institutional Situation" as Prior Living Situation, check one of the following as prior residence:
Foster care home or foster care group home  Hospital or other residential non-psychiatric medical facility
☐ Jail, prison or juvenile detention facility ☐ Psychiatric hospital or other psychiatric facility ☐ Stay Long-term care facility or nursing home ☐ Substance abuse treatment facility or detox center
If you chose "Transitional & Permanent Housing Situation" as Prior Living Situation, check one of the following as prior
residence:
Hotel or motel paid for without emergency shelter voucher  Owned by client, no ongoing housing subsidy  Permanent housing for formerly homeless persons  Rental by client, no ongoing housing subsidy  Rental by client, with GPD TIP subsidy  Residential project or halfway house with no homeless criteria  Staying or living in a family member's room, apartment or house  Staying or living in a friend's room, apartment or house  Staying or living in a friend's room, apartment or house  Transitional housing for homeless persons (including homeless youth)
Length of Stay in the Prior Living Situation:
1 night or less 2 to 6 nights 1 week or more, but less than 1 month
1 month or more, but less than 90 days 90 days or more, but less than 1 year
1 year or longer Don't know Refused
Homelessness Assessment:
What is the approximate date homelessness began?//
Regardless of where you stayed last night, please write the number of times you've been on the streets or in a shelter in
the past 3 years?
Total number of months homeless on the street or in a shelter in the past 3 years:
Insurance Assessment:
Health insurance: Yes No Don't know Refused
If no, why don't you have insurance? I applied, decision is pending I applied, not eligible I did not apply
If no, why non i you have insurance: I applied, decision is pending I applied, not engine I add not apply
If yes, what type(s)?
If insured, please indicate if coverage is active or inactive:
Indicate whether primary insurance and status (active or not) if there are multiple:
indicate whether primary insurance and sacras (active of not) if there are multiple.

<b>Barriers</b>	Assessment
Barriers	

Dailieis Assessinent.				
Barriers	Present?	Receiving Treatme	ent Condition Indefinite?	Documentation on file?
Alcohol Abuse				
Chronic Health Condition				
Developmental Disability				
Drug Abuse				
HIV/AIDS				
Mental Health				
Physical Disability				
Domestic Violence Assessment Domestic violence experience If yes, when? Within the Goto 12 mc Currently fleeing? Yes  I-cell/Viral Measurement I-cell Count Available: Yes How was the data obtained? Viral load available? Available? Available? Available? Available Available? How was the data obtained? How was the data obtained? How was the data obtained? Assistance Assessment: Receiving public HIV/AIDS rate of the following public HIV/AIDS rate of	ed:  Yes e past 3 mononths ago  No  No    es  No  Medica ailable  Medica ailable  Did n ance Program  Appli  Did n led Housing	One year One	ago or more Don't k Refused Refused  report Other Indetectable Refused  report Other No Don't know Refuse Applied, not eligible Not available for client No Don't know	now Refused  Refused  Refused  nefit counselor nedical assistance
Accessed or maintained qu			J & J	
Financial Assessment: Cash Income				
Type	Monthl	y Amount	Туре	Monthly Amount
Earned Income			General Assistance	
Unemployment Insurance			Retirement (Social Security)	
Supplemental Security Incor	ne		Veteran's Pension	
SS Disability Income			Other Pension	
Veteran's Disability Paymen	nt		Child Support	
Private Disability Insurance			Alimony	
Worker's Compensation			Other Income	
TANE			<del></del>	

N	J۸	'n.	-ca	ch	R	en	efi	ite

Туре	Monthly Amount	Туре	Monthly Amount
Food Stamps		Section 8, Public Housing	
WIC		Temporary Rental Assistance	e
TANF Child Care Services		Harris Health "Gold" Card	
TANF Transportation Service		Other Source	
Other TANF services			
Please detail income and benef	its other household membe	rs may receive:	
Employment Assessment: Employed: Yes No If yes, type of employment: How many hours worked in la	☐ Don't know ☐ Refuse☐ Full-time ☐ Part-timest week:		
· · · =	nanent Tempora 't Know Refused	ry Seasonal	
If no, why not employed: 🔲 I	Looking for work	Unable to work	Not looking for work
Education Assessment: Currently in school/Working o Received vocational training/a			rused rused
12 <sup>th</sup> Grade, no diploma 🔲 F	9 <sup>th</sup> Grade	Nursery school to 4 <sup>th</sup> Grade [ 10 <sup>th</sup> Grade [ GED [	5 <sup>th</sup> to 6 <sup>th</sup> Grade 11 <sup>th</sup> Grade Post-secondary school
If post-secondary, what type of	f degree:	<del> </del>	
Health Assessment: General Health Status: Exce Dental Health Status: Exce Mental Health Status: Exce  Mental Health Status: Texce	llent Very Good Go	ood Fair Poor [ ood Fair Poor [ ood Fair Poor [ ood Fair Poor [	Don't know Refused Don't know Refused Don't know Refused
Client's Signature		// Date	
	Case Manag	ci Use Only	
		Assistance agement/Care	

# 4.8.4.2 HOPWA INTAKE SUPPLEMENT FORM - OTHER ADULTS IN HOUSEHOLD

PLEASE PRINT THE ANSWERS TO <u>ALL</u> OF THE FOLLOWING QUESTIONS:

HOPWA Client Name: DATE:/
Other Adult Name:
Housing Assessment:  Current Housing Status:  Homeless  Homeless only under other federal statutes  At risk of homelessness  Fleeing domestic violence  At imminent risk of losing housing  Stably Housed  Don't know  Refused
Were you recently effected by a natural disaster?  Yes No If yes, what natural disaster?  Was your home directly impacted?  Yes No Did you utilize a HUD waiver for Fair Market Rent?  Yes No
Prior Living Situation:  ☐ Literally Homeless☐ Institutional Situation ☐ Transitional & Permanent Housing Situation
If you chose "Literally Homeless" as Prior Living Situation, check one of the following as prior residence:  Place not meant for habitation  Safe Haven  Interim Housing  Emergency Shelter (includes hotel/motel paid with emergency shelter voucher)
If you chose "Institutional Situation" as Prior Living Situation, check one of the following as prior residence:    Foster care home/group home
If you chose "Transitional & Permanent Housing Situation" as Prior Living Situation, check one of the following as prior residence:  Hotel or motel paid for without emergency shelter voucher Owned by client, no ongoing housing subsidy Permanent housing for formerly homeless persons Rental by client, no ongoing housing subsidy Rental by client, with VASH subsidy Rental by client, with GPD TIP subsidy Residential project or halfway house with no homeless criteria Don't know Staying or living in a family member's room, apartment or house Refused Staying or living in a friend's room, apartment or house Substance abuse treatment facility or detox center Transitional housing for homeless persons (including homeless youth)
Length of Stay in Prior Living Situation:  ☐ 1 night or less ☐ 2 to 6 nights ☐ 1 week or less but less than 1 month ☐ 1 month or more, but less than 90 days ☐ 1 year or longer ☐ Don't know ☐ Refused
Homelessness Assessment: What was the date of the last time that you had a place to sleep that was not on the streets, emergency shelter, or safe haven?/

Insurance Assessment:	_							
Health insurance:	Yes _	∐ No	Don't kno	ow	Refused			
If no, why don't you ha	ve insuran	ace? 🗌 I applied,	decision i	is pendi	ing 🔲 I applie	d, not	eligible 🔲 I did not	apply
If yes, what type(s)?	VA Medi Private P			r-based	Indian Health Serv	rices P	rogram	
If insured, please indic								
ii iiisui cu, picuse iiiuic		ruge is near to or	11111011101					
*Barriers Assessment:								
Barriers	Present?	Receiving Treatment	Conditi Indefini		Impairs ability to live independently	Doc	umentation on file?	
Alcohol Abuse								1
Chronic Health Condition								  -
Developmental								
Disability								-
Drug Abuse HIV/AIDS*								
Mental Health								-
Physical Disability								-
Physical Disability								]
<b>Domestic Violence Ass</b>								
Domestic violence expe	erienced: [	Yes No	Don't kn	ow	Refused			
• • =	hin the pas 12 months		3 to 6 mo One year	_		on't kı	now Refused	
If yes, are you current	lv fleeing?	☐ Yes ☐ No ☐	Don't k	now [	Refused			
Financial Assessment Cash Income:			_		•			
Туре		Monthly Amount		Type			Monthly Amount	
Earned Income		<u></u>			ıl Assistance			
Unemployment Insura	nce			Retirement (Social Security)				
Supplemental Security				Veteran's Pension				
SS Disability Income				Other Pension				
Veteran's Disability Pa	ayment				Support			
Private Disability Insu	-			Alimo	* *			
Worker's Compensation				Other 1				
TANF								
	l .		L					
<b>Non-cash Benefits</b>								
Type		Monthly Amount		Type			Monthly Amount	
Food Stamps		-		Section	n 8, Public Housin	g	-	
WIC				Tempo	rary rental assistar	nce		
TANF Child Care Serv	vices				Health Gold Card			
TANF Transportation				Other S				
Services								
Other TANF Services								

<b>Employment Assessment</b>	
Employed:  Yes  No Don't know Refused	
If yes, type of employment:  Full-time Part-time Seasonal  How many hours worked in last week:	
Employment Tenure: Permanent Temporary Seasonal Don't know Refused  If no, why not employed: Looking for work Unable to work Not looking for work	
*Education Assessment Currently in school/Working on degree: Yes No Don't know Refused Received vocational training/apprenticeship: Yes No Don't know Refuse	d
Highest grade completed: No school completed Nursery school to 4 <sup>th</sup> Grade 10 <sup>th</sup> Grade 12 <sup>th</sup> Grade, no diploma High school diploma GED GED	5 <sup>th</sup> to 6 <sup>th</sup> Grade 11 <sup>th</sup> Grade Post-secondary school
If post-secondary, what type of degree:	
*Health Assessment General Health Status:	Don't know Refused Don't know Refused Don't know Refused
If female, pregnancy status: Yes No Don't know	Refused

# 4.8.21 APPLICATION FOR HOUSING ASSISTANCE PERMANENT HOUSING PLACEMENT

	Month		Year_		_					
Last Nan	ne:	First Nan	ne:			DOB:				
Street:		City:				Zip:				
Home Ph	one: ( ) -	Cell Phon	ne:	-		SS#: -	-			
	esting Permanent Housing Placement description and been approved for residence at		_		trose Center, Ho	ousing Services I	Program. I have			
Property	Owner Name:									
Street:				City:		Zip:				
Expected	Move-In Date:	/								
I request a	assistance with the following bills	that are either	er in my	name or m	ny legal spouse's	s name:				
Applicati	on/credit check fee:		Re	ent Deposit	:					
Rent:			Ut	Utilities Deposit:						
-	keep confidential the identity, name Montrose Center.	ne, or any otl	her infor	mation abo	out any other cli	ents I may come	in contact with			
STRMU c through th	nat I am not on Section 8 housing or TBRA assistance with any othe ne Montrose Center, Housing Serv th, then I will be terminated from	er housing a ices Program	gency fon. I unde	r the samerstand tha	e month in which t if I apply or ha	ch I have applie we applied for a	d for assistance			
I understar detectors.	nd that any housing assistance I re	ceive through	h the Mo	ntrose Cei	nter can only be	used for a reside	ncy with smoke			
I confirm	that all information I have provide	ed on this for	rm is true	to the bes	st of my knowle	dge.				
Client signa	ature:			Date:	/	/				
Client Cha	aracter Code:									
	Mailing Address/Vendor	•		Accoun	nt#	Amount	Date			
Rent	g						/ /			
Deposit							1 1			
Other							, ,			

# 2.5.4 CONSENT FOR RELEASE/EXCHANGE OF INFORMATION TO VERIFY ELIGIBILITY FOR SERVICES & FOR CARE COORDINATION

Client 11-Character Code							AR	IES	Code					
Ī														

Furthermore, I authorize my Case Manager/Care Coordinator to access the encounters information for any Chemical Dependency Treatment, Psychiatric Treatment, and/or Professional Counseling services I have received to verify my receipt of these protected services at any of the agencies participating in the *CPCDMS/ARIES* maintained by Harris County Public Health Services/Department of State Health Services. I do understand that the content of these services will not be accessed without a separate release of information by me.

The purpose of this exchange is to verify my eligibility for Ryan White A or DSHS funded services provided by this agency and to coordinate my service delivery, monitor the service(s) and is limited to the following specific types of information:

- my registration date and client status (open or closed; active or inactive)
- name of the agency maintaining my client record
- my eligibility expiration date
- my HIV/AIDS status
- my zip code and county of residence
- my financial eligibility level

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Patient Records, §42 CFR, Part 2, HIPAA Privacy Act, §45 CFR 160-164, §33 of Public Law 91-6161 as amended by Public Law 93-282; Texas Health & Safety Code, Chapter 81, Section 81.050 and all applicable state and local laws, rules and regulations; and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I am authorizing this release/exchange of information of my own free will and with informed consent. I may revoke this consent in writing at any time, except to the extent that action may already have been taken in reliance on it.

Further, I understand that this consent shall last CPCDMS registration expires whichever provided for above.	1 ()	t contact with the Montrose Center or	one (1) year after the unless I revoke it as
A photographic copy of this authorization	on shall be considered as effective	re and valid as the original.	
	//	_	
Client's Signature	Date	Parent, Guardian, or Authorize	ed
		Representative's Signature	

# 2.5.4.2 CONSENT FOR SERVICES – HOPWA & CONSENT FOR EXCHANGE OF INFORMATION & ARIES & HMIS PARTICIPATION

Client 11-Character Code						AR	RIES (	Code		

I, \_\_\_\_\_ wish to receive services provided by the Montrose Center, an agency participating in the *HMIS* for HOPWA funded services and *AIRES* system for rural HOPWA funded services.

Use of a Homeless Management Information System (HMIS) is required by the US Department of Housing and Urban Development (HUD) for agencies that receive certain types of HUD funding. Other funding sources may also require program participation in HMIS. This system is not electronically connected to HUD and is only used by authorized agencies. Center staff accessing the HMIS have received confidentiality training and have signed agreements to protect clients' person information and limits its use appropriately. The HMIS Privacy Policy is available upon request and is posted on the Coalition for the Homeless of Houston/Harris County website (<a href="http://www.homelesshouston.org/hmis">http://www.homelesshouston.org/hmis</a>). Any additional data sharing agreements providing details on how the Center handles client information beyond the baseline HMIS Privacy Policy are available through your case manager. Use of the AIDS Regional Information Exchange System (ARIES) system is maintained by Department of State Health Services – HIV/STD and required by the Texas Department of State Health Services for agencies managing rural HOPWA funds.

I give permission to the Montrose Center to collect and enter my personal, household and service information into the HMIS and/or ARIES. I understand that the HMIS is shared with and used by other authorized agencies in Houston/Harris County for the purposes of:

- Accessing clients' needs in order to provide better assistance and to improve their current or future situations.
- Improving the quality of care and services for people in need.
- Tracking the effectiveness of community efforts to meet the needs of people who have received assistance.
- Reporting data on an aggregate level that does not identify specific people or their personal information.

I understand that my identity and my participation in the *HMIS* and *ARIES* are confidential. I understand that no information or records associated with my case will be knowingly released to anyone or any agency that is not currently participating in the *HMIS* or *ARIES* without my informed written consent, or a subpoena, court order or legal statute. Furthermore, I understand that an additional consent for the release/exchange of information to verify my eligibility will be required *before* I can receive HOPWA, or Department of State Health Services – HIV/STD funded services. I understand that:

- The information I give about my physical and mental health will <u>not</u> be shared outside the Center.
- I have the right to review my HMIS or ARIES record with an authorized user.
- I am not guaranteed that I will receive requested services by signing this release form.
- All agencies that use HMIS or ARIES will treat my information with respect and in a professional and confidential manner.
- Unauthorized people or organizations cannot gain access to my information without my consent.

I fully release and hold the entity(ies) administering the funding for the service(s) listed above; Coalition for the Homeless of Houston/Harris County, who is the entity responsible for overseeing and maintaining the *HMIS*; The Resource Group who locally administer rural HOPWA funds, Department of State Health Services who is responsible for overseeing and maintaining *ARIES*, the Center; their Officers, Directors, Board Members, employees and agents (i.e.: volunteers, students) harmless from any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including without limitation, fees, disbursements and expenses of attorneys, and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever resulting from, relating to or arising out of my receipt of services.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Patient Records, §42 CFR, Part 2, §33 of Public Law 91-616 as amended by Public Law 93-282, HIPAA §45 CFR 160 – 164, and all applicable state and local laws, rules, and regulations; and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it (e.g.: probation, parole, etc.). A photographic copy of this authorization shall be considered as valid as the original. This consent expires six (6) months after my last date of service at the Center, or \_\_\_\_\_ other \_\_\_\_\_ unless I revoke it as provided for above.

I was given a copy of the Client Handbook which includes my Client Rights and Responsibilities, the Complaint/Grievance Policy, HIPAA Privacy Act notices and procedures provided by the Montrose Center and Houston Housing and Community Development Department. I was offered an opportunity to discuss them in a language and format I understand and I agree to abide by them.

	/ /	
Client's Signature		Parent, Guardian, or Authorized
		Representative's Signature

# 4.8.5 APPLICATION FOR HOUSING SERVICES-STRMU

D. D.	M	IONTH:		_ YEAF	k:					
Please Print Last Name:			First Nam	e:			DOI	B:		
Street:			City:				Zip:	;		
Home Phone:	)	-	Cell Phon	e: ( )	-	-	SS#	·: -		
I am requesting STF that happened this n		through the Mo	ontrose Cent	er, Housin	g Service	es. The emerg	ency or u	nexpect	ed situa	ition
I request assistance	with the followi	ing bills that are	e either in m	y name or	ny legal	spouse's nam	e:			
Rent/Mortgage:	\$	Electricity:	\$	Wa	ter: \$		Gas:	\$		
for the same month, housing assistance I all information I hav	receive through re provided on t	the Montrose (	Center can o	nly be used	for a res					
For Office Use Onl Reason for decision	<b>y</b> App			RRRR enied	888	8 8 8 8 8 8		R R R I		R R
Case Manager's	signature:					D	ate:	/	/	
<b>Utility Pledge:</b>	YES/NO	☐ Power		Vater		☐ Gas				
Client ID										
Rent/Mortgage	Mailing Add	ress/Vendor		Account	#	Amount	I	<u> Date</u>		
Electricity										
Water										
Gas										

# 4.8.6 DETERMINING HOUSEHOLD INCOME & SUMMARY OF HOUSEHOLD INCOME DATA

#### INCOME INFORMATION

What is the total annual income of all members in the household? (Include wages, salaries and tips; other income such as alimony, child support, regular contribution/gifts, Unemployment/Disability, Social Security, AFDC and or other benefits) Income Verification Forms must be completed for each source of income listed.

of each source of meonic fisted.					
Household Members Full Name Last, First, Middle	Source of Income (employment, SSI/D, Child	Monthly Amount	Annual Amount	Monthly Amount	Annual Amount
, ,	Support, etc)	Net	Net	Gross	Gross
A.					
B.`					
C.					
D.					
		Monthly	Annual	Monthly	Annual
		Total:\$	Total:\$	Total:\$	Total:\$
Case Manager's Signature:		Date:	//		
NCOME UPDATE					
Household Members Full Name	Source of Income	Monthly	Annual	Monthly	Annual
Last, First, Middle	(employment, SSI/D, Child Support, etc.)	Amount Net	Amount Net	Amount Gross	Amount Gross
A.	•				
B.`					
C.					
D.					
		Monthly	Annual	Monthly	Annual
		Total:\$	Total:\$	Total:\$	Total:\$
Case Manager's Signature:		Date:	<u> </u>		
NCOME UPDATE					
Household Members Full Name	Source of Income	Monthly	Annual	Monthly	Annual
Last, First, Middle	(employment, SSI/D, Child Support, etc.)	Amount Net	Amount Net	Amount Gross	Amount Gross
A.	Support, etc.)	1100	1100	Gross	Gross
B.`					
C.					
D.					
		Monthly	Annual	Monthly	Annual
		Total:\$	Total:\$	Total:\$	Total:\$
Case Manager's Signature:		Date:	/ /		
PPLICATION CERTIFICATION: I/we under		eing collected to			to receive renta
ssistance. I/we authorize the STRMU - Program	- Housing Assistance to verify all inf	formation provi	ded on this app	dication form.	
				/	/
pplicant/Head of Household – Print Name	Signature			Dat	ee
				/	/
pouse – Print Name	Signatu	re			Date

# 11.2.9 CONSENT FOR EMERGENCY MEDICAL CARE

Client Name	e:								
Medical									
Conditions:									
Drug Allergies: _									
Physician's Physician's Address: Physician's									
Number(s):	i none	(	_)		(	)			
MEDICAL	FACII	[ <b>.ITV</b> ]	DESIG	NATED	BY CL	IENT T	O PROVIDE EME	ERGENCY CAI	RE:
Facility: Phone Number(s):									
PERSON T	O BE	CONT	ACTE]	D IN CA	SE OF	EMERO	GENCY:		
Name:									
Address:									
Relationship Phone Number(s):	o:								
I,emergency authorize an	contact	listed	above	in case	of a m	edical ei	entrose Center staff mergency. In the e man my behalf.	f to notify my vent of an eme	physician and/or ergency, I hereby
Drug Patient Privacy Act disclosed wir revoke this of	Record §45 Cl thout m	ls, § 42 FR 160 y writte at any	2 CFR, 0 – 164 en conse time e	Part 2, § , and all ent unless except to	33 of I applical otherwithe exte	Public Lable state se provident that actual contracts and contracts are contracts are contracts are contracts and contracts are contracts are contracts are contracted are contracted as a contract are contracted as a contract and contracts are contracted as a contract and contract are contracted as a contract and contract are contracted as a contract and contracted are contracted as a contract and contracted are contracted as a contracted are contracted as	regulations governing we 91-616 as amender and local laws, ruled ed for in the regulation has been taken be considered as valid	ed by Public Laves, and regulation ations. I also und in reliance on	y 93-282, HIPAA ns; and cannot be lerstand that I may
	Center,	or					service (individual		up session) at the ss I revoke it as
					/	/			
Client's Signa	ture				Dat	e '	Parent, Guardian, or Representative's Sign		

# 4.8.9 HOPWA SHORT-TERM RENT / MORTGAGE / UTILITY ASSISTANCE (STRMU) POLICIES & PROCEDURES

#### **Overview:**

The City of Houston – Housing and Community Development – HOPWA Office, in partnership with funded Community-Based Agencies, recognizes the value of a safe, affordable, clean-living environment for individuals and families living with HIV disease. Through the use of HOPWA funds we seeks to empower clients to obtain the ability to live independently of rental and utility subsidies by providing a financial assistance program with a grant from the City of Houston called the Short-Term Rent, Mortgage & Utility assistance program (STRMU).

#### **Purpose:**

The U.S. Department of Housing and Urban Development Notice: CPD 06-07 defines STRMU with the following: "The goal of STRMU assistance under the HOPWA program is to provide short-term interventions that help maintain stable living environments for households who are experiencing a financial crisis as a result of issues arising from their HIV/AIDS condition. It seeks to foster long-term solutions to housing problems for participants receiving this time-limited housing assistance. This is done by the creation and use of individual housing service plans. The goals should involve efforts of the participant to restore them to self-sufficiency and future independence from the need for housing support." (p.2)

"As a short-term intervention tool, <u>STRMU</u> assistance is not intended to provide continuous or perpetual <u>assistance</u>. STRMU assistance is 'needs-based' and intended to benefit clients who are temporarily unable to meet their monthly housing and utility expenses due to unexpected situations. STRMU assistance should be connected to the establishment of a related individual housing service plan to address those needs." (p.5)

"STRMU is a 'needs-based' program; therefore, clients must demonstrate the level of benefits needed through verifiable documentation. Program staff (the Case Manager) are responsible for verifying and documenting the participant's inability to make required payments. The assessed needs must be: 1) for actual costs, 2) that household income is not reasonably available to address the needs, 3) that the STRMU payments will prevent eviction or utility cut-off and, 4) that the on-going housing needs were assessed in connection with the development of the housing service plan. STRMU payments must not be used to relieve the household responsibility for their rent, mortgage or utility payments in the absence of an *inability* to pay." (p.6)

A participant is defined as anyone living in the household who receives Short Term-Rental Assistance. All participants seeking Short-Term Rent / Mortgage / Utility (STRMU) Assistance are required to comply with the following program rules and regulations as a condition of receiving STRMU.

#### **GUIDELINES:**

# 1.0 Eligibility for Assistance

- 1.1 To qualify a participant must become a client (or be a current client) of a HOPWA funded agency (Current status requires <u>proof of HIV/AIDS diagnosis</u> (Western Blot lab report with client's preprinted name on it or a statement on letterhead signed by a physician, physician's assistant or a nurse practitioner), <u>picture ID</u> (drivers' license, business employee ID, passport), <u>proof of income or lack thereof</u> (check stubs, SSI, VA or other disability award letter, tax returns, employment verification letter on company letterhead, copy of current bank statement), and <u>verification of residency</u> (lease, mortgage coupon, letter on letterhead from apartment complex office) within the Houston EMSA, and active or updated in the agency's data base systems.
- 1.2 Receipt of assistance is subject to approval by the HOPWA Homeless Management Information System (HMIS) clearinghouse. A participant and their household cannot receive STRMU

- assistance from more than one provider within the same month. Any participant found "double-dipping" (getting STRMU assistance from another provider within the same month) is subject to dismissal and suspension from the program.
- 1.3 Participants must submit the required documentation prior to receiving assistance. Participants who falsify any documents or provide inaccurate information of any kind including, but not limited to, medical information, household size or composition, or income are subject to termination from the program. The required documents, which must be in the client's (or legal guardian) name are:
  - A. Proof of gross income of all adult members of the household (for past 2 to 4 months to current) or zero income. If claiming zero income the participant(s) must provide the following:
    - 1. Proof of when last employed, or when you last had income and what was the source.
    - 2. Or proof of how household expenses (rent, etc.) have been paid up until time of application.
  - B. Current complete, signed lease / lease renewal or mortgage payment slip that indicates monthly payment and, if applicable, late charge, penalty and *Non-Sufficient Fund* fees clearly outlined by the lease. (If there are additional names on the lease proof must be provided that they are under 18 years of age (birth certificates & social security cards) or that they are family members who are part of the household (in which case they must provide picture ID, social security cards and income information). If no proof is available then the rent will be divided by the number of non-family adults. *If primary participant is listed as an "occupant" then proof of past and current financial responsibility toward payment of rent must be provided*.
  - C. If claiming eviction then current eviction notice or mortgage default letter is required.
  - D. Current utility bill in the participant's or eligible household member's name (electric, water, or natural/propane gas only when seeking utility assistance in addition to rent/mortgage, or by itself). If claiming cut-off of utility then cut-off notice is required.
  - E. Completion by the manager/landlord/mortgage company of the W-9 form.
  - F. Full completion of Acceptance of Pledge Form by the manager/landlord/mortgage company.
  - G. Receipts of claimed expenses (such as, prescriptions, doctor/clinic/medical bills, house repairs, car repair, etc.) that are no more than 30 days old and that show they are paid.
  - H. Receipt of documents must be complete by the deadline date that is determined during the appointment with the HOPWA staff person. If the deadline date passes and no contact from the participant is received, it will be assumed that the assistance is no longer needed.
- 1.4 Rent / Mortgage assistances amounts are subject to the following rules:
  - A. The amount of assistance is determined by the Assistance Calculation Worksheet.
  - B. <u>Participants with income</u> are subject to the limit of the Fair Market Rate (FMR) as defined by HUD FMR for Houston and participating metropolitan areas and surrounding counties.
    - 1. Individuals or married couples without children qualify for the FMR of an efficiency or a one bedroom dwelling.
    - 2. Families (individuals with children or couples with children) qualify for a 2 or more bedroom dwelling (depending on the number and age of the children).
  - C. <u>Participants without income</u> are subject to the actual amount of rent allowed by Assistance Calculation Form Worksheet.
- 1.5 Participants who live in a HOPWA, HUD assisted/rent reduced facility, or receive Housing Choice Vouchers (formerly called Section 8) rental subsidy, or any other subsidy from a federal, state or local source, may not receive STRMU assistance.

1.6 Participants cannot receive STRMU assistance if the owner of the property from whom they are renting is the parent, child, grandparent, grandchild, sister, brother or any other member of the family, including by marriage. The exception to renting from a relative can only be allowed when the participant is renting a unit/room from the adult family member and a "reasonable accommodation" is determined necessary by a physician for the client's health and wellbeing.

## 2.0 Participant Responsibilities During the Term of Assistance

- 2.1 Participants must provide all requested documentation by the deadline given by the Housing Assistance Specialist throughout their term on the program. Failure to provide documentation may constitute grounds for dismissal for that month's assistance.
- 2.2 Participants must abide by all provisions in their lease/loan, and must pay their portion of the rent/mortgage to the landlord/mortgage company in accordance with their lease/loan.
- 2.3 Participants must notify the Housing Assistance Specialist immediately of any changes in household size, composition, or income. Failure to report changes may constitute grounds for disqualification of current and/or future assistance.
- 2.4 Participants must complete a **Housing Stability Service Plan** with the Housing Assistance Specialist. The Housing Plan will guide the participant to additional resources, opportunities and services (such as employment, more affordable housing, Food Stamps {Lone Star Card}, TANF, Link Up America, Housing Choice Vouchers, etc.), and with budget counseling it will increase household income and guide the participant to decrease unnecessary household expenses. The Housing Stability Service Plan will provide the client with realistic goals so that in the long-term the client will live within their means. Failure to follow through with the Housing Stability Service Plan agreement may result in a delay or disqualification in assistance from the program.
- 2.5 Participants who have a regular case manager through another agency must have their case manager participate in the assistance process and service planning. It is the responsibility of the client, with their regular case manager, to work with the Housing Assistance Specialist to develop a plan for long-term stability (such as, seeking better income, more affordable housing, applying for Housing Choice Vouchers aka Section 8, etc.). Clients must supply the Housing Assistance Specialist with a copy of their plan that they and their regular case manager have developed.

## 3.0 <u>Limits of Liability</u>

- 3.1 The lease is a contract between the tenant and landlord only. The providing agency, **the Montrose**<u>Center</u>, assumes no responsibility or liability whatsoever arising from the lease agreement between any STRMU program participant and the landlord/owner.
- 3.2 All STRMU Assistance Program Awards are contingent upon receipt of funds from the grantor. The City of Houston and associated community-based agencies that receive HOPWA funding for distribution, bear no responsibility to continue assistance to clients if the contract with the grantee is discontinued or reduced for any reason.
- 3.3 The participant understands that the *STRMU Policies and Procedures* are a supplement to any obligations set forth in the lease. By signing this document, the participant is in no way released from compliance with any additional responsibilities as stated in the lease or as may be applicable through federal, state, or local law.

# 4.0 Supplemental Policies & Procedures Particular to Agency Providing Services

STRMU providers that are community-based may have some additional policies and procedures that are particular to their agency. Such additional information may be attached to this document and is valid and binding upon approval by the City of Houston – Housing and Community Development – HOPWA Office and by consenting signature of applicant.

# EVERY RESIDENCE/DWELLING MUST HAVE WORKING SMOKE ALARMS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

4.1 Client sessions are scheduled and coordinated between the Case Manager and client. The case management session has a duration of sixty (60) minutes for intake and assessment, fifteen (15) or thirty (30) minutes for brief simple follow-up or fifty (50) minutes for complex followup. Requests to extend the duration of the session, must be established, at the time, appointment is scheduled.

## **PARTICIPANT DECLARATION:**

I understand the Policies and Procedures of the HOPWA Short-term Rent, Mortgage and Utility Assistance Program, and agree to abide by them. I understand that any violation can lead to cancellation of service.

I understand any falsification of records or statements may lead to criminal and/or civil charges and prosecution and restitution payments of any resulting from fraudulent records or statements.

By my signature below I verify that my residence has working Smoke Alarms in accordance with federal, state, and local laws.

	/
Participant/Client, Guardian or Authorized Representative's Signature (With Copy of Proper Legal Authority Attached)	Date
Staff Member's Signature	/

#### 1.1 STATEMENT OF CLIENT RIGHTS & RESPONSIBILITIES

#### RIGHTS

All applicants/clients/participants/families (client or through their surrogate) admitted to services and applicants for services of the Montrose Center shall have all the rights and responsibilities of other residents of the State of Texas and the United States of America including the following rights and responsibilities:

1. Confidentiality: Clients have the right to confidentiality. No information from which the identity of clients or their treatment can be determined shall be given directly or by reference to the public or any other individual or agency without the written consent of the client as governed by local, State, and Federal regulations.

The law authorizes the Center to disclose information in the case of: (1) a court order, (2) imminent harm that might come to the client or others (child abuse, homicide, suicide, physical harm, abuse by a previous Therapist), (3) mandatory reporting for abuse or suspected abuse of children, the elderly or people with disabilities; and (4) coded intake, treatment and follow-up data (with client name removed) sent to the funding source as a requirement for sponsorship. In addition, coded data (client name removed) or aggregate data is used by the Center for the purpose of program evaluation and research. Clients have the right to be informed when information is released without permission due to the above listed exceptions.

By appointment, clients may inspect their own clinical and financial records that are maintained by the Center, unless deemed harmful to the client. Copies can be obtained by signing a release. Copies shall be available within seven (7) calendar days of the request. There is a fee of 10¢ per page unless the copy is necessary to file or appeal a disability claim or designation.

2. Discrimination: Clients have the right not to be discriminated against and to receive appropriate care. No person shall be denied services in any the Center program based on their age, sex, race, ethnicity, creed, national origin, sexual/affectional orientation, gender identity or expression, physical or mental ability, religious practice or preference, HIV status, chemical dependency status, marital status, or pregnancy, although, some programs give priority to certain groups or target populations.

No person who qualifies for grant subsidized services shall be denied services based on their ability to pay for the services.

- **3. Research:** Clients have the right to refuse to participate in research without affecting access to services.
- 4. Informed Consent: Clients have the right to give informed consent or to refuse treatment and to be advised of the consequences of such a decision. Informed consent includes information about the condition to be treated; the proposed treatment; risks, side effects, and benefits of all proposed treatments; alternative treatments and which ones might be appropriate; probable physical and mental health consequences if treatment is refused; and expected length of stay. If a client is disoriented or lacks the capacity to under this at the time of admission, they are informed again when they are able to understand.

Clients have the right to accept, refuse or withdraw from treatment after receiving the above information and to leave treatment at any time, unless otherwise prohibited by law. All services at the Center are outpatient and voluntary.

**5.** Treatment/Service/Wellness Plans: Clients have the right to actively participate in the development of an individualized treatment plan including periodic review at least once a month.

Clients have the right not to be given medication not needed or too much medication. The Center does not prescribe or administer medications.

Clients have the right not to be held or placed in a locked room alone unless the client is a danger to themselves or others. The Center does not use personal restraint in treatment.

Clients have the right to participate in an client annual needs assessment and client satisfaction survey. Surveys are available in the lobby and at the reception desk throughout the year.

Clients have the right to receive individualized services and to refuse or accept services after being informed of services and responsibilities, including: program goals and objectives, rules and regulations and client rights.

Clients have the right to include members of the client's family of choice in treatment planning and discharge planning.

6. Provider Information, Communication and Choice: Clients have the right to know the identity and qualifications of the staff providing treatment and to have competent, qualified and experienced staff to supervise and carry out services. Clients have the right to know the reason for any proposed change in staff responsible for their care. Clients have the right to an explanation of any professional relationship between the Center and any other health care or educational institution involved in the client's care. Clients have a right to a second opinion.

Clients have the right to be informed about program rules and regulations before admission.

Clients have the right to have freedom of choice when choosing a provider of comprehensive outpatient health and psychosocial support services.

Clients have the right to appropriate treatment in the least restrictive setting available that meets the client's needs. The Center only provides outpatient services. The right to designate a surrogate decision maker if the client is incapable of understanding a proposed course of care or is unable to communicate their wishes regarding that care.

Clients have the right to free communication within the constraints of the individualized treatment plan with justification for any restrictions documented in the client's record. Since the Center is an outpatient facility, there are no restrictions.

**Answering Service**: the Center answers the phones during normal business hours and utilizes an answering service after 7:00 pm weekdays and on weekends for emergencies.

The Center phones and employees home phones show up as anonymous on Caller ID. If a client does not accept anonymous calls, the Center's number will appear on the Caller ID.

- 7. Complaints and Grievances (see section on complaints): Clients have the right to receive a copy of the complaints procedures within 24 hours of admission. Clients have the right to a comment, complaint and grievance procedure without fear of denial of service or other punitive measures and receive a fair response from the Center within a reasonable amount of time. Complaints may be brought about any part of services including modifying, suspending or terminating service.
- **8.** Humane Environment, Abuse, Neglect and Exploitation: Clients have the right to a humane environment that provides reasonable protection from harm and privacy for personal needs which is free from physical, mental or sexual abuse, neglect and exploitation.

- **9. Dignity:** Clients have the right to be treated with respect, consideration and recognition of their dignity, individuality and personal privacy. Clients have the responsibility to render the same to the provider to receive personal care and treatment in safe, clean surroundings. Clients have the right to treatment, care and settings that is considerate and respectful of the client's beliefs and values.
- **10. Peers serving as employees or volunteers:** Clients have the right to serve as peer support specialists as either an employee or volunteer. Clients have a right to integrate peer work into a care plan.
- 11. Fees and Payments: The right to know in advance about the cost and conditions of payment for treatment, including limitations on the duration of services.
- 12. Explanation of Rights and Responsibilities: The right to receive a complete explanation of these rights in clear, non-technical terms and in a language the client understands within 24 hours of admission.

The right at the time of admission or at anytime upon request throughout the span of service, to have a staff member inform the client of their client rights, and to have any questions about these rights answered.

The right to receive a written copy and explanation of these client rights and the grievance procedure at the time of admission or at anytime upon request throughout the span of service including the funding sources address and phone number.

- 13. Detention: The right not to be detained against the client/consenter's will.
- 14. Conditions for Service: The right to receive services free from conflict of interest or dual relationships. If now or at anytime while receiving services here a client is involved in a partner/spouse relationship with a staff member or member of the board of directors, services should be discontinued and three referrals will be given. Since dual relationships between clients and the Center staff and volunteers can interfere with the therapeutic process, the relationship needs to be over for at least one (1) year before services can resume.

#### RESPONSIBILITIES

- 1. Confidentiality: As a client you have the responsibility to never repeat to anyone else the name or identifying information of any other clients you see at the Center. All clients deserve the same privacy from each other that the staff gives you.
- 2. Information: As a client you have the responsibility to inform your Therapist or Case Manager when you do not understand instructions or information that you receive. If you need someone to help you complete forms, explain an instruction or read or interpret for you, staff needs to know that from you. As a client you have the responsibility to keep your Case Manager or Therapist informed about the quality, appropriateness and timeliness of services that you are receiving. The Center tries to provide services that fit you and your situation. If you have had problems with the services here you have options. Tell your Therapist or Case Manager, talk to their supervisor or fill out an anonymous survey in the lobby. As a client you have the responsibility to provide accurate and complete information about your history and changes in your condition during services.
- **3. Appointments:** As a client you have the responsibility to keep your scheduled appointments with your Therapist or Case Manager and other service providers and to notify them when you need to cancel or reschedule. All counseling services are scheduled by appointment only. If you cannot get to your appointment, please call at least 24 hours in advance. In emergencies, call as soon as you can so that we may give the time to another person who may be waiting for service.

The usual session charge will be applied for appointments not kept or appointments that are canceled less than 24 hours in advance. Clients who need to cancel a Monday appointment may leave a message with the answering service 24 hours in advance to avoid charges.

- 4. Collaborative Effort and Follow Through: As a client you have the responsibility to complete those activities that you agree to do and to notify your Therapist or Case Manager when you are unable to do so. The Center staff works hard with you. If you have agreed to make phone calls or check up on something, please complete your task. If you are unable to do so, please let your Therapist or Case Manager know as soon as possible so they may help you. As a client you have the responsibility to accept the consequences of the outcome or no outcome if you do not do your part.
- 5. Obtaining Services on Your Own: As a client you have the responsibility to notify your care manager or Therapist of services that you obtained by yourself. So we will not spend time working on a service you already have, please let your Therapist or Case Manager know as soon as possible.
- 6. Needs: As a client you have the responsibility to communicate your needs to and ask questions of your Case Manager or Therapist as quickly as possible, understanding that your Case Manager or Therapist may not be able to satisfy "last minute" requests. Many agencies close at 5:00 pm. While you can reach the Center by phone after that time, we may not be able to get in touch with another agency to help you. It is also important to keep your requests reasonable. It is not always possible to fulfill requests, particularly housing. For example, there are no sources of free apartments.
- 7. Conduct: As a client you have the responsibility to conduct yourself appropriately when interacting with staff and other clients. Inappropriate behavior includes intoxication, threats, harassment, sexual advances or comments, and physical and verbal abuse. Weapons are not allowed in any the Center buildings. If discovered, they may be turned over to law enforcement. Smoking is not permitted in the Center's buildings. As a client you have the responsibility to give truthful information to your Therapist or Case Manager. Anyone who knowingly gives false information to their Therapist or Case Manager may lose the right to receive grant funded services at the Center. As a client you have the responsibility to keep the Center free of political candidate campaigning. No campaign materials (T-shirts, literature, cards, buttons, etc.) or speeches advertising a candidate for an active election are allowed in any the Center facility.
- **8. Documentation:** As a client you have the responsibility to provide documentation needed to qualify you for services before services can be provided, such as, proof of where you live, current proof of income, and proof of HIV status if applicable. In order to provide you with grant funded services, your Therapist or Case Manager must show proof that you qualify.
- **9. Fees:** As a client you have the responsibility to pay the fees you have agreed to and to notify your therapist if your insurance plan, or insurance company or income has changed. You will be responsible for paying any increase, if applicable, of co-insurance or copays incurred due to a delay in informing us of the insurance change. The Center has a sliding scale and tries to work with you in setting a reasonable fee. Once you agree to a fee, we count on that.

	/ /
Client's Signature	Date
	/ /
Parent, Guardian or Authorized Representative's Signature	Date

## 18.1.3.11 CONSENT FOR THE RELEASE/EXCHANGE OF

INFORMATION – GENERAL SE	Montrose	
I,	(phone: / - , ema	Mormose
<u> </u>	), authorize the Care Manageme	Center Center
staff of the Montrose Center and the respective s	taff of the agencies listed below to exchange verl	pal CCITICI
and/or written information about me, unless I		
		for the purpose of facilitating my access to community
		osocial history, substance use disorder history, and need
for and/or eligibility for services may be released		social instory, substance use disorder instory, and need
Adult Protective Services (APS)	Harris Center for Mental Health and IDD	Pink Giraffe
Access Care	Harris Co. Community Dev. Agency (HCCDA)	PRIDE Charities
ADORE	Harris Co. Guardianship Payer	Recenter Houston
AIDS Foundation Houston (AFH)	Harris Co. Juvenile Probation	Reliant Energy
AIDS Housing Coalition Houston	Harris County Rides	St. Hope Foundation
Alliance for Multicultural Community Services	Harris Co. Sheriff's Department (Jail)	St. Vincent de Paul Society
American Red Cross	Harris Co. Psychiatric Center (HCPC)	Salvation Army
Area Agency on Aging	Harris Co. Social Services	Second Blessings
AssistHers	Health and Human Services Commission	Sheltering Arms Senior Services
Assoc. Advancement of Mexican Americans (AAMA)	Healthcare for the Homeless	SNAP – Spay & Neuter Assistance Program
ASPCA	Houston Galveston Trauma Institute	Social Security Administration
Assurance Wireless	Houston Area Assistance Ministries	Southeast Area Ministries
AT&T	Houston Area Parkinson's Society	SETX Transitional Center
Avenue 360	Houston Area Women's Center	South Texas College of Law
Baker-Ripley Neighborhood Center	Housing Authority of the City of Houston	Southeast Texas Legal Clinic
Beacon	Houston Center for Independent Living	Southside Pharmacy
Bee Busy	Houston Compass	Southwest Area Ministries
Braes Interfaith Ministries	Houston Food Bank	Star of Hope
Bread of Life, Inc.	Houston Hospice	SER Jobs for Progress
Brentwood Foundation	Houston Humane Society	Texas Board of Pardon/Parole – TDCJ
Career & Recovery Resources, Inc.	Houston Volunteer Lawyers Program, Inc.	Texas Commission for the Blind
Career Gear	Interfaith Care Partners	Texas Dept. of Criminal Justice/Parole
Catholic Charities of the Archdiocese of Gal Houston	Interfaith Ministries for Greater Houston	Texas Dept of Health & Human Services
Center for AIDS Info. and Advocacy	Jewish Family Services	Texas Dept. of Protective Family Service
CenterPoint Energy	Kroger Pharmacy	Texas HIV Medication Prog. (ADAP)
City of Houston – Mayor's Assistance Program	Lambda	Texas Workforce Solutions
Community Family Center	Lazarus House	Triangle AIDS Network
Change Happens!	Legacy Community Health	United Way of Greater Houston
Children's Protective Services (CPS)	Lighthouse of Houston	University of Houston College of Optometry
City of Houston – Water Department	Loaves and Fishes	University of Houston Law Center
Community Endowment Fndtn. (Swehla House)	Lone Star Legal Aid	University of Houston Speech & Hearing
Cottage Thrift Store	Lord of the Streets	USCIS – Citizenship & Immigration
The Council on Recovery	Memorial Assistance Ministries	U.S. Vets Initiative
CVS Pharmacy	Metropolitan Transit Authority (METRO)	UTMB Galveston/Conroe
Cypress Assistance Ministries	North Channel Assistance Ministries	Veterans Administration Medical Cntr (VA)
Dress for Success	Northwest Assistance Ministries	Viiv Healthcare
Family Services of Greater Houston	Palmer Way Station	Visiting Nurse Association (VNA)
First Presbyterian Church: Operation ID	PAWS Houston	Volunteers of America

Goodwill Houston PetSafe West Houston Assistance Ministries Gulf Coast Community Services Association YMCA, YMCA International Planned Parenthood By my signature below, I hereby agree that I shall not hold the Center or Houston Regional HIV Care Management System liable for the quality or degree of performance of services provided by the agencies/individuals named above. This authorization for exchange of information is made with informed consent.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Patient Records, §42 CFR, Part 2; HIPAA Privacy Act §45 CFR 160-164, §33 of Public Law 91-616 as amended by Public Law 93-282; Texas Health and Safety Code §81.103 HIV records and Chapter 611 mental health records, and Texas Administrative Code §379.2011 family violence records and all applicable state and local laws, rules, and regulations; and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it (e.g.: probation, parole, etc.). A photographic copy of this authorization shall be considered as effective and valid as the original.

This consent expires one (1) year after my last contact with the Montrose Center unless I revoke it as provided for above.

Pet Patrol

Date Parent, Guardian, or Authorized Client's Signature 9/13, 2/15, 3/15, 2/16, 6/17, 7/17, 9/17, 9/18 Representative's Signature

Gilead Sciences, Inc.



Walgreens Pharmacy

# 18.1.3.13 CONSENT FOR THE RELEASE/EXCHANGE OF

INFORMATION – HOSPITALS	& CLIN	ICS CALLET OF	Montrose Montrose
I,	(phone:	/ - , email: •	7/10/11/036
<u> </u>		), authorize the Care	Center
Management staff of the Montrose Center and and/or written information about me, unless I by crossing them out and placing my initials ne community resources and/or services request disorder history, assessment, and need for and/or Outpatient:  AAMA	have specificate to them. ted by me. r eligibility	ically removed them from the list  The exchange/release of information is for Information regarding my identity, HIV sta	r the purpose of facilitating my access to
Access Health AIDS Healthcare Foundation Bay Area Council on Drugs and Alcohol, Inc. Brazoria Co Alcohol & Recovery Career and Recovery Resource Center DAPA El Centro DeCorazon Fort Bend Regional Council on Alcoholism & Drug A Good Neighbor Health Clinic Gulf Coast Center - Galveston HHS - Northwest Community Health Center - ADL HHS - Thomas Street Clinic HHS- Smith Clinic Joseph Hines Clinic Legacy Community Health Montgomery/Walker County Council New Hope Center Odyssey House Palmer Drug Abuse Program- Spring/Bellaire/Pinemont/Memorial SB/Katy/Ft. Bend Saint Hope Foundation Turning Point Unlimited Visions UT Physicians	Ce Ce Cl Cc Cy Ex buse Ha La On Op Pa Re Ri H. Ro Sa Sa Sa St	coming state rates in the control of	Bayou City Medical Center South Behavioral Hospital of Bellaire Bayshore Hospital Clear Lake Regional Medical Center Cypress Creek Hospital Harris County Psychiatric Center (HCPC) Harris Health System (HHS) Ben Taub/LBJ/Quentin Mease Hospitals Homeward Bound Intracare Hospital Memorial Hermann Hospitals Menninger Clinic Methodist Hospital Neuro-Psych Center (NPC) Omega House PARC, The Park Plaza Hospital St. Joseph's Hospital St. Luke's Hospital Texas Children's Hospital Veterans Administration Medical Center West Oaks Hospital
University of Texas  Criminal Justice Centers: Brazoria County Jail Carol S. Vance Fort Bend County Jail Gateway Foundation Harris County Jail By my signature below, I hereby agree that I sh	Je Jo M Pa nall not hold		
degree of performance of services provided by informed consent.  I understand that my records are protected under Part 2; HIPAA Privacy Act §45 CFR 160-16 §81.103 HIV records and Chapter 611 mental 1 state and local laws, rules, and regulations; an I also understand that I may revoke this consent etc.). A photographic copy of this authorization	er the federa 4, §33 of Prinealth record d cannot be at any time	al regulations governing Confidentiality of A ublic Law 91-616 as amended by Public Lads, and Texas Administrative Code §379.201 e disclosed without my written consent unlesse except to the extent that action has been tak	lcohol and Drug Patient Records, §42 CFR www 93-282; Texas Health and Safety Code 1 family violence records and all applicables otherwise provided for in the regulations cen in reliance on it (e.g.: probation, parole



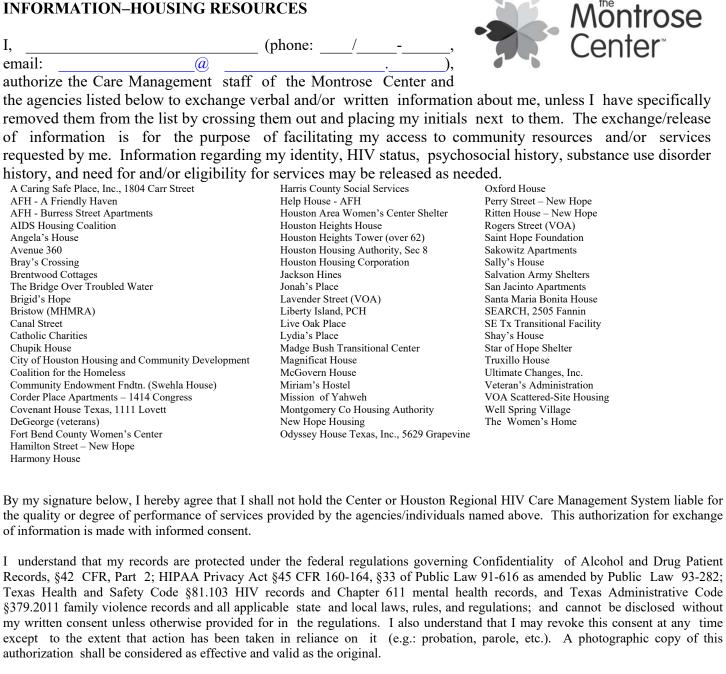
This consent expires one (1) year after my last contact with the Montrose Center unless I revoke it as provided for above.

Client's Signature 9/13, 2/15, 3/15, 7/17, 9/18, 6/19

Parent, Guardian, or Authorized

Representative's Signature

# 18.1.3.15 CONSENT FOR THE RELEASE/EXCHANGE OF INFORMATION\_HOUSING RESOURCES



This consent expires one (1) year after my last contact with the Montrose Center unless I revoke it as provided for above.

Parent, Guardian, or Authorized

Representative's Signature



Client's Signature

9/10, 9/13, 4/14, 2/15, 3/15, 7/17, 9/18



# 18.1.3.36 CONSENT FOR THE RELEASE/EXCHANGE OF INFORMATION – HOPWA

I,	Print Client's Name (p	hone:/	,		
email:				/	/, authorize Montrose Center,
resources and	information with the agend/or services regarding any of Proof of Identity HIV status Eligibility documents: Medical records:	cies and/or individuants or all of the following	als iden	ntified l	pelow. This is to access community
This consent n taken on it.	nay be revoked in writing by the	ne undersigned at any ti	me exce	ept to the	extent that action may already have been
A photocopy of	of this form shall be considered				
	NAME	RELATIO	NSHIP	)	PHONE NUMBER
City of Housto		Powersource			
Housing & Ur	ban Development (HUD)	HOPWA Programs			
Bering Omega	Community Service	Financial Assistance			
AIDS Foundat	tion Houston	Financial Assistance			
Houston Area	Community Services	Financial Assistance			
Catholic Chari		Financial Assistance			
Brentwood Co	ommunity Foundation	Financial Assistance			
	unseling Center	Financial Assistance			
St. Hope Foun		Financial Assistance			
		Emergency Contact			
		Utility			
		Utility			
		Othity			
Patient Record state and local for in the regu taken in relian effective and v I UNDERSTA WAS:	ds, 42 CFR, Pt 2, Section 33 laws, rules, and regulations, a lations. I also understand that nee on it (e.g., probation, parvalid as the original.	of Public Law 91-616 and cannot be disclosed. I may revoke this consequence, etc.). A photograp of READ BY	as amer withou ent at an ohic cop	nded by it my writing time e by of this YEAR FI	g Confidentiality of Alcohol and Drug Public Law 93-282, and all applicable tten consent unless otherwise provided xcept to the extent that action has been s authorization shall be considered as ROM DATE SIGNED. THIS FORM JNDERSTAND IT'S MEANING. ALL
	mark (if of legal age and legally competent)			/	
	er of Attorney's Signature		/	/	_
Printed Name of Witn	ess		Date/	/	
Witness's Signature			Date		
9/18					





# 18.1.3.37 CONSENT FOR RELEASE/EXCHANGE OF INFORMATION - LANDLORD/MORTGAGE

I,		(phor	ne:/	<b>,</b>
:1.	Printed Name of Client	\ .1. 1		d
email:			reby request and schange informat	u aumorize
	mplex / Landlord / Manager or Mortgage Conincluded. A contact person for that property mu	npany [Name must match		
my rental or mor	rtgage [ Mortgage Loan Number	] status to the	agency with wh	nom I am
applying for assist	ance, the Montrose Center			
	at the name used by the Mo company will be: the Center Housi		en communicat	ing with the
or actions taken	nge also includes the terms of my lagainst me concerning my dwe elp qualify me for possible financia	elling. The purpose	of this exchar	nge/release of
services, the Mon volunteers, studen obligations, penal disbursements or e and other professi any kind or natur addition, I fully re	below I fully release and hold the trose Center, their Officers, Direct ts) harmless from any and all damagneties, claims, litigation, demands, expenses (including without limitational advisors and of expert witness the whatsoever resulting from, relatively the same and hold harmless the same all or come to the physical address of	tors, Board Member ages, losses, liabilitie defenses, judgmer ion, fees, disbursements asses and costs of invented to or arising out bove listed persons a	rs, employees and es (joint or sever ints, suits, procedures and expense exestigation and put of my receipt of and entities should be and entities should be and entities and entities should be and entities and ent	nd agents (i.e.: ral), payments, eedings, costs, es of attorneys, preparation) of of services. In ld the landlord
Alcohol and Drug Public Law 93-28 disclosed without that I may revoke	my records are protected under the Patient Records, 42 CFR, Pt 2, 32, and all applicable state and learning written consent unless otherwise this consent at any time except to the arole, etc.). A photographic copy of iginal.	Section 33 of Public ocal laws, rules, and se provided for in the ne extent that action	c Law 91-616 and regulations, are regulations. I a has been taken in	as amended by and cannot be also understand in reliance on it
This consent expir	es 2 (two) years from the date below	w/_/unl (expiration date)	ess I revoke it in	writing.
			//	
Client, Guardian or Auth (With Copy of Authority	norized Representative's Signature Attached)		Date	
			/ /	
Witness/Staff Member's	Signature		Date	



Revised 5/15, 9/18

# THIS PAGE MUST BE USED FOR EACH MONTH OF STRMU ASSISTANCE AS NEEDED

# $City\ of\ Houston-HOPWA-STRMU$

# 4.8.10 APPLICANT'S DECLARATION & CERTIFICATION OF ZERO (\$ Ø.00) INCOME

$I, \underline{\hspace{1cm}}, \underline{\hspace{1cm}}, \underline{\hspace{1cm}}/\underline{\hspace{1cm}}, \underline{\hspace{1cm}}, \underline{\hspace{1cm}}$ name (print) , date of birth	SOCIAL SECURITY NUMBER
have applied for services with the Montrose Center	
I have stated that during this verification process I have no income at the income since ${DATE}$ .	his time. I have not received any
I do not expect to receive any income until:/	
Reason for no Income:	
I CERTIFY that my statements regarding my income are true.	
	/
Participant/Co-Participant, Guardian or Authorized Representative's Signature (With Copy of Proper Legal Authority Attached)	Date
	/
Staff Member's Signature	Date

# THIS PAGE MUST BE USED FOR EACH MONTH OF STRMU ASSISTANCE AS NEEDED

# City of Houston – HOPWA - STRMU 4.8.10.1 APPLICANT'S DECLARATION & CERTIFICATION OF NO CHILD SUPPORT (\$ $\varnothing$ .00) Income

I,,,,,,,	
have applied for services with the Montrose Center	
I have stated that during this verification process I have no child support in received any child support income since $\underline{\hspace{1cm}}/\underline{\hspace{1cm}}/\underline{\hspace{1cm}}$ .	come at this time. I have not
I do not expect to receive any child support income until: ${DATE}$	
Reason for no Income:	
I CERTIFY that my statements regarding my child support income are tru	e.
	/ /
Participant/Co-Participant, Guardian or Authorized Representative's Signature (With Copy of Proper Legal Authority Attached)	Date
	/
Staff Member's Signature	Date

#### 4.8.11 HOPWA – HOUSING STABILITY SERVICE PLAN

Client Name:									_ Da	ite:	/_	 /
11 Character Code:												
DEFINITION: The object	tives o	of HC	PWA	prog	grams	are to	o ens	ure th	at cli	ents:		
1. Maintain housing	stabil	ity.										
2 Avoid homelessne	200	-										

- 3. Experience increased access to health care and HIV-related treatment.
- 4. Establish or maintain ongoing permanent housing.

The Housing Stability Service Plan is intended to assist the client/household to accomplish the above objectives by identifying problems and barriers and eventual solutions to them. The initial Housing Stability Service Plan establishes with the client goals and objectives that guide the client to the 4 objectives above. It is a "living document" and may be updated, amended, or replaced when the client, the Housing Specialist or Housing Case Manager agree that it is necessary or beneficial to meet the objectives.

In order to maintain their housing assistance clients must comply with the Housing Stability Service Plan. The client is responsible for completing those portions upon which they have agreed to, as is the Housing Specialist or Case Manager on services upon which they have agreed to assist.

# STRMU/TBRA/PHP Assessment and Housing Stability Service Plain

Income Assessment
No Income
☐ Inadequate income and/or spontaneous or inappropriate spending
Can meet basic needs with subsidy; appropriate assistance
Can meet basic needs and manage debt without assistance
☐ Income is sufficient, well managed; has discretionary income and is able to save
☐ Not applicable
The following plan and referrals were agreed upon and given:
Anticipated Date of Completion: / /
Employment Assessment
No job
Employed full-time; inadequate; few or no benefits
Employed full-time with adequate pay and benefits
Temporary, part-time or seasonal; inadequate pay; no benefits
Maintains permanent employment with adequate income and benefits
Not applicable
The following plan and referrals were agreed upon and given:
Anticipated Date of Completion:/

Housing Assessment
Homeless or threatened with eviction
In transitional, temporary or substandard housing; and/or current rent/mortgage is unaffordable
In stable housing that is safe but only marginally adequate
Household is safe, adequate, subsidized housing
Household is safe, adequate, unsubsidized housing
Not applicable
The following plan and referrals were agreed upon and given:
Anticipated Date of Completion:/
Food Assessment
No food or means to prepare it.
Household is on food stamps
Can meet basic food needs but requires occasional assistance
Can meet basic food needs without assistance
Can choose to purchase any food household desires
Not applicable
The following plan and referrals were agreed upon and given:
The following plan and referrals were agreed upon and given.
Anticipated Date of Completion: / /
Childcare Assessment
Needs childcare, but none is available/accessible and/or child is not eligible
Childcare is unreliable or unaffordable; inadequate supervision is a problem for childcare that is available
Affordable subsidized childcare is available but limited
Reliable, affordable childcare is available; no need for subsidies
Able to select quality childcare of choice
Not applicable
The following plan and referrals were agreed upon and given:
The rene wing plan and reserves were agreed upon and given
Anticipated Date of Completion: /
Children's Education Assessment
One or more eligible children not enrolled in school.
One or more eligible children enrolled in school, but not attending classes.
Enrolled in school, but one or more children only occasionally attending classes
Enrolled in school and attending classes most of the time
All eligible children enrolled and attending on a regular basis and making progress
☐ Not Applicable
The fellowing also and anformals were agreed when and given
The following plan and referrals were agreed upon and given:
Anticipated Date of Completion:/
This operation of Completions

Adult Education Assessment				
Literacy problems and/or no high school diploma/GED are serious barriers to employment				
☐ Enrolled in literacy and/or GED program and/or knows sufficient English (language not a barrier to employment) ☐ Has high school diploma/GED				
Needs additional education/training to improve employment situation and/or to resolve literacy problems				
Has completed education/training needed to become employable. No literacy problems				
Not Applicable				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/				
Legal Assessment				
Current outstanding tickets or warrants or other serious unresolved legal issues				
Current charges/trial pending; noncompliance with probation/parole/legal issues impacting housing qualifications				
Fully compliant with probation/parole terms/past non-violent felony convictions/resolving other legal issues  Successfully completed probation/parole in past 12 months; no new charges filed; recently resolved other legal issues.				
No felony criminal history and/or no active criminal justice involvement in more than 12 months				
Not Applicable				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/  Health Care Assessment				
No medical coverage with immediate need				
No medical coverage, great difficulty accessing medical care when needed. Some household members in poor health  Some members (e.g. children) on Medicaid				
All members can get medical care when needed but may strain budget				
All members are covered by affordable, adequate health insurance				
Not Applicable				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/				

Life Skills Assessment				
Unable to meet basic needs such as hygiene, food, activities of daily living				
Can meet a few but not all needs of daily living without assistance				
Can meet most but not all daily living needs without assistance				
Able to meet all basic needs of daily living without assistance				
Able to provide beyond basic needs of daily living for self and family  Not Applicable				
Not Applicable				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/				
Mental Health Assessment				
Danger to self/others; recurring suicidal ideation; experiencing difficulty in daily life due to psychological problems				
Recurrent mental health symptoms that may affect behavior but not a danger to self/others				
Mild symptoms may be present but are transient; moderate difficulty in functioning due to mental health problems				
Minimal symptoms that are expectable responses to life stressors; only slight impairment in functioning				
Symptoms are absent or rare; good or superior functioning in wide range of activities				
☐ Not Applicable				
The following plan and referrals were agreed upon and given:				
The following plan and referrals were agreed upon and given.				
Anticipated Date of Completion:/				
Substance Abuse Assessment				
Meets criteria for severe abuse/dependence				
Meets criteria for dependence; preoccupation with use and/or obtaining drugs/alcohol				
Client has used during last 6 months				
No drug use/alcohol abuse in last 6 months  Not applicable				
Not applicable				
The following plan and referrals were agreed upon and given:				
<del>-</del>				
Anticipated Date of Completion				
Family Relations Assessment				
Lack of necessary support from family or friends; abuse is present or there is child neglect				
Family/friends may be supportive but lack ability or resources to help; potential for abuse or neglect				
Some support from family/friends; family members acknowledge and seek to change negative behaviors				
Strong support from family or friends; household members support each other's efforts				
Has healthy/expanding support network; household is stable and communication is consistently open				
Not Applicable				
The following plan and referrals were agreed upon and given:				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion				
1				

Mobility Assessment				
<ul> <li>No access to transportation, public or private; may have car that is inoperable</li> <li>□ Transportation is available but unreliable, unpredictable, unaffordable; may have car but no insurance, license, etc.</li> <li>□ Transportation is available and reliable but limited and/or inconvenient; drivers are licensed and minimally insured</li> </ul>				
<ul> <li>☐ Transportation is generally accessible to meet basic travel needs</li> <li>☐ Transportation is readily available and affordable; car is adequately insured</li> <li>☐ Not Applicable</li> </ul>				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/				
Community Involvement Assessment				
<ul> <li>Not applicable due to crisis situation</li> <li>Socially isolated and/or no social skills and/or lacks motivation to become involved</li> <li>Lacks knowledge of ways to become involved</li> </ul>				
Some community involvement, but has barriers such as transportation, childcare issues  Actively involved in community  Not Applicable				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/				
Safety Assessment				
Home or residence is not safe Safety is threatened/temporary protection is available Current level of safety is minimally adequate				
<ul> <li>☐ Environment is safe, however, future of such is uncertain</li> <li>☐ Environment is apparently safe and stable</li> <li>☐ Not Applicable</li> </ul>				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion: //				
Parenting Skills Assessment  There are safety concerns regarding parenting skills				
Parenting skills are minimal Parenting skills are apparent but not adequate				
Parenting skills are adequate Parenting skills are well developed Not Applicable				
The following plan and referrals were agreed upon and given:				
Anticipated Date of Completion:/				

Credit History Assessment	
No credit history	
Outstanding judgments or bankruptcy/foreclosure	
Has a credit repair plan	
☐ Moderate credit rating ☐ Good credit / manageable debt ratio	
Not Applicable	
Not Applicable	
The following plan and referrals were agreed upon and given:	
Anticipated Date of Completion:/	
Domestic Violence Assessment	
Yes* No Don't know Refused	
The following plan and referrals were agreed upon and given:	
Anticipated Date of Completion:/	
* See §4.8.11.1 Notice of Rights Under VAWA; §4.8.11.2 VAWA Certification; §4.8.2	0.1 VAWA Lease Adendum
Veteran Assessment	
Military Branch: Army Air Force Navy	Marines
Other Don't know Refused	
Military Service Era: Duration Active Duty (Mont	hs):
Discharge Status:	Bad contact
Dishonorable Other Other than Honorable	
Served in a War Zone: Yes Don't know	Refused
The following plan and referrals were agreed upon and given:	
Anticipated Date of Completion:/	
By my signature below I attest that I have participated in the development of this	
I also understand that I am responsible for completing those plans and goals of	
quality for on-going and future services. If I am unable to fulfill a plan or goal,	, it is my responsibility to notify
my Housing Assistance Specialist or Housing Case Manager, and participate in	the revising or creation of a new
plan and goal so as to remedy the problem.	
Client's Signature:	<b>Date:</b> /
	<b>Date:</b> / /
Case Manager's Signature:	<b>Date:</b> / /

## 4.8.11.1 NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

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

# To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for survivors 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 race, color, national origin, religion, sex, familial status, disability, or age, actual or perceived sexual orientation, gender identity, or marital status. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Montrose Center 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 survivor 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 the Montrose Center, you cannot be denied admission or denied assistance because you are or have been a survivor of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under the Montrose Center, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a survivor of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the survivor of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Montrose Center 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 the Center chooses to remove the abuser or perpetrator, the Center 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, the Center must allow the tenant who is or has been a survivor 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, the Center must follow Federal, State, and local eviction procedures. In order to divide a lease, the Center 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, the Center 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 survivor of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a survivor 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 survivor 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 survivor 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 survivors of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such survivors 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 Survivor of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Center can, but is not required to, ask you to provide documentation to "certify" that you are or have been a survivor of domestic violence, dating violence, sexual assault, or stalking. Such request from the Center must be in writing, and the Center 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. The Center 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 the Center as documentation. It is your choice which of the following to submit if the Center asks you to provide documentation that you are or have been a survivor of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the Center 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 survivor 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 they 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, the Center does not have to provide you with the protections contained in this notice.

If the Center 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 survivor and naming one or more of the other petitioning household members as the abuser or perpetrator), the Center 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, the Center does not have to provide you with the protections contained in this notice.

## **Confidentiality**

The Center 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.

The Center must not allow any individual administering assistance or other services on behalf of the Center (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.

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

- You give written permission to the Center to release the information on a time limited basis.
- The Center 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 the Center or your landlord to release the information.

VAWA does not limit the Center's duty to honor court orders about access to or control of the property. This includes orders issued to protect a survivor 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, the Center 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 survivors 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 the Center 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.
- 3. If the Center can demonstrate the above, the Center 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 survivors of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for survivors 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 Houston Housing and Community Development, 2100 Travis Street, 9th Floor, Houston, TX 77002 832.394.6200 <a href="https://hcdd@houstontx.gov">hcdd@houstontx.gov</a> or US Housing and Urban Development, Houston field Office 1301 Fannin Street, Suite 2200, Houston, TX 77002 713.718.3199

#### For Additional Information

You may view a copy of HUD's final VAWA rule at <a href="https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs">https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs</a>

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 your case manager at the Montrose Center.

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 **the Anti-Violence Program at the Montrose Center**.

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 <a href="https://www.victimsofcrime.org/our-programs/stalking-resource-center">https://www.victimsofcrime.org/our-programs/stalking-resource-center</a>

For help regarding sexual assault, you may contact the Anti-Violence Program at the Montrose Center 713.529.0037

Survivors of stalking seeking help may contact the Anti-Violence Program at the Montrose Center 713.529.0037

Attachment: Certification form HUD-5382 §4.8.11.3

U.S. Department of Housing and Urban Development OMB Approval No. 2577-0286 Expires 06/30/2017

# 4.8.11.2 CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING AND ALTERNATIVE DOCUMENTATION

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

**Use of This Optional Form:** If you are seeking VAWA protections from the Montrose Center, the Center 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 the Center, 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 survivor 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 the Center asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. The Center 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 the Center, the Center 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 the Center 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.

U.S. Department of Housing\_and Urban Development OMB Approval No. 2577-0286 Exp. 06/30/2017

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

Date the written request is received by client:/				
Name of client:				
Your name (if different from client's):				
Name(s) of other family member(s) listed on the lease:				
Residence of client:				
Name of the accused perpetrator (if known and can be safely disclosed):				
Relationship of the accused perpetrator to the client:				
Date(s) and time(s) of incident(s) (if known):				
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.				
Client's Signature:				

**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.

# 4.8.12 ON-GOING FOLLOW-UP PLAN

On-Going Follow-Up Housing Stability Service Plan	
Referrals/ Plan:	
	·
Client, Guardian or Authorized Representative's Signature (Copy of authorizing documentation present in file)	/
Staff Member's Signature	
On-Going Follow-Up Housing Stability Service Plan	
Referrals/ Plan:	
Client, Guardian or Authorized Representative's Signature (Copy of authorizing documentation present in file)	/
	/ /
Staff Member's Signature	Date