

**4.8.32.2 ESG CARES 2 ASSISTANCE – INTAKE ASSESSMENT FORM**

PLEASE PRINT THE ANSWERS TO THE FOLLOWING QUESTIONS:

**Date:** \_\_\_/\_\_\_/\_\_\_ **Enrollment Date:** \_\_\_/\_\_\_/\_\_\_ Client Character Code \_\_\_\_\_

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **Middle:** \_\_\_\_\_ **Suffix:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_ **DOB:** \_\_\_/\_\_\_/\_\_\_

**Demographic Information:**

**Race:**

- American Indian or Alaskan Native  Native Hawaiian or Pacific Islander  
 Asian  White  
 Black or African American

**Ethnicity:**  Hispanic  Non-Hispanic

**Marital Status:**

- Single  Married not living with spouse  Widowed  
 Never Married  Common Law  Other  
 Divorced  Living together  Civil Union  
 Married living with spouse

**Gender:**

- Male  Female  FtM  MtF  I Don't identify as M,F,FtM or MtF  
 Other If other, please specify \_\_\_\_\_

**Disabling Condition:**  Yes  No

**Veteran Status:**  Yes  No

**Primary Language:** \_\_\_\_\_

**Address:**

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ TX Zip code: \_\_\_\_\_

**Phone#:** \_\_\_\_\_  Home  Mobile  Work **Email:** \_\_\_\_\_

**Emergency Contact:**

Relationship \_\_\_\_\_ Name \_\_\_\_\_ Phone \_\_\_\_\_

**Family Information:**

**Family Members:** Use one of the following for each corresponding field:

**Gender:** M-Male, F-Female, T-Transgender (MtF, FtM)

**Race:** A-Asian, AI/AN-American Indian/Alaskan Native, B/AA-Black/African American,

NH/PI-Native Hawaiian/Pacific Islander, W-White **Ethnicity:** H-Hispanic, NH-Non-Hispanic

**Disabling Condition:** AA – Alcohol Abuse, CHC – Chronic Health Condition, DD – Developmental Disability, DA – Drug Abuse, HIV/AIDS, MH – Mental Health, PD – Physical Disability

**Relationship to Head of Household (HoH):** D – Daughter, S – Son, W – Wife, H – Husband, DC – Dependent child, P – Parent, SC – Stepchild, GP – Grandparent, G – Guardian, OFM – Other family member, OC – Other caretaker, ONM – Other non-family member

Name	Gender	DoB	Race	Ethn	SSN	Relationship to HoH	Disabling Condition	Vet Status:
		/ /						Y N
		/ /						Y N
		/ /						Y N
		/ /						Y N
		/ /						Y N

**Housing Assessment**

**Housing Status:**

- Homeless  At risk of homelessness  
 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  Stay Long-term care facility or nursing home  
 Psychiatric hospital or other psychiatric facility  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  
 Owned by client, with 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  Rental by client, with other ongoing housing 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 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 yes, what type(s)?  Medicaid  Medicare  S-CHIP  
 VA Military Service  Employer-based  COBRA  
 Private Pay Health Insurance  Indian Health Services Program  
 Other If other, please specify \_\_\_\_\_

**If insured, please indicate if coverage is active or inactive:** \_\_\_\_\_

Indicate whether primary insurance and status (active or not) if there are multiple: \_\_\_\_\_

**Barriers Assessment:**

Barriers	Present?	Receiving Treatment	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 experienced:  Yes  No  Don't know  Refused  
 If yes, when?  Within the past 3 months  3 to 6 months ago  
 6 to 12 months ago  One year ago or more  Don't know  Refused  
 Currently fleeing?  Yes  No  Don't know  Refused

**Financial Assessment:**

**Cash Income**

Type	Monthly Amount	Type	Monthly Amount
Earned Income		General Assistance	
Unemployment Insurance		Retirement (Social Security)	
Supplemental Security Income		Veteran's Pension	
SS Disability Income		Other Pension	
Veteran's Disability Payment		Child Support	
Private Disability Insurance		Alimony	
Worker's Compensation		Other Income	
TANF			

**Non-cash Benefits**

Type	Monthly Amount	Type	Monthly Amount
Food Stamps		Section 8, Public Housing	
WIC		Temporary Rental Assistance	
TANF Child Care Services		Harris Health "Gold" Card	
TANF Transportation Service		Other Source	
Other TANF services			

Please detail income and benefits other household members may receive: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employment Assessment:**

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  Refused

**Highest grade completed:**  No school completed  Nursery school to 4<sup>th</sup> Grade  5<sup>th</sup> to 6<sup>th</sup> Grade  
 7<sup>th</sup> to 8<sup>th</sup> Grade  9<sup>th</sup> Grade  10<sup>th</sup> Grade  11<sup>th</sup> Grade  
 12<sup>th</sup> Grade, no diploma  High school diploma  GED  Post-secondary school  
 Don't know  Refused

**If post-secondary, what type of degree:** \_\_\_\_\_

**Health Assessment:**

General Health Status:  Excellent  Very Good  Good  Fair  Poor  Don't know  Refused

Dental Health Status:  Excellent  Very Good  Good  Fair  Poor  Don't know  Refused

Mental Health Status:  Excellent  Very Good  Good  Fair  Poor  Don't know  Refused

If female, pregnancy status:  Yes  No

\_\_\_\_\_  
Client's Signature \_/\_/\_/\_\_\_\_  
Date

**Case Manager Use Only**

Services received by Client:  
\_\_\_Housing Assistance  
\_\_\_Case Management/Care  
Coordination

### 4.8.32.5 RENTAL ASSISTANCE AGREEMENT BETWEEN ESG SUBRECIPIENT AND LANDLORD EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)

**This Agreement covers ESG Tenant-Based Rental Assistance  
(Contact the Texas Department of Housing and Community Affairs if Project-based)**

<b>ESG Subrecipient:</b>	<b>Contract Number:</b>
<b>Tenant Name:</b>	
<b>Address of Unit being Rented:</b>	
<b>Name of apartment complex, as applicable:</b>	
<b>Landlord Name:</b>	
<b>Landlord Address:</b>	<b>Phone:</b>

This Rental Assistance Agreement applies only to the above-referenced Tenant household and rental unit.

*Assistance under the ESG Rental Assistance Program is not guaranteed. Assistance will be terminated if:*

- *At any re-examination Tenant's income is greater than the published income limit for the program; or*
- *Tenant is evicted from the assisted unit; or*
- *Tenant moves out of the assisted unit; or*
- *Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate.*

*In the event of termination of rental assistance, the ESG Subrecipient will provide at least thirty (30) days' notice to Tenant.*

***Please note: The Rental Assistance Agreement does not take the place of the lease between the landlord and the tenant.***



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711  
Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us)

*Reasonable accommodations will be made for persons with disabilities.  
Language assistance will be made available for persons with limited English proficiency.*



**RENTAL ASSISTANCE AGREEMENT**

ESG Rental Assistance

**A. Terms of Agreement**

The term of this Rental Assistance Agreement begins on \_\_\_\_/\_\_\_\_/\_\_\_\_ and ends on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**B. Rental Application Fee**

ESG Subrecipient will pay a Rental Application Fee to Landlord in the amount of \$ \_\_\_\_\_.

**C. Security Deposit**

1. ESG Subrecipient will pay a Security Deposit to Landlord in the amount of \$ \_\_\_\_\_.
2. Landlord will hold this Security Deposit during the period in which Tenant occupies the rental unit under the Lease dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
3. Landlord will comply with state and local laws regarding interest earned on Security Deposits. After Tenant has moved from the rental unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit in accordance with state and local laws, as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
4. Landlord will immediately notify ESG Subrecipient when Tenant has moved out from the rental unit.

**D. Utility Deposit**

1. If utilities, to include as applicable electricity, gas, water and sewer, are included as part of the rental payment, ESG Subrecipient will pay a Utility Deposit to the Landlord as required in the amount of \$ \_\_\_\_\_.
2. The Landlord will hold this Utility Deposit during the period in which Tenant occupies the rental unit under the Lease. After Tenant has moved from the rental unit, the Landlord may use the Utility Deposit as reimbursement for amounts owed to Landlord for utilities. After deducting the amounts owed, the Landlord will promptly refund the full amount of any remaining Utility Deposit balance to ESG Subrecipient.
3. If utilities are not included as part of the rental payment, ESG Subrecipient will pay a Utility Deposit directly to the utility provider as required.

**E. Rental Arrears**

ESG Subrecipient will pay Rental Arrears to Landlord in the amount of \$ \_\_\_\_\_.

**F. Rent Restrictions and Amounts Payable by Administrator**

1. *Rent Restrictions.* Rental Assistance may not be provided for a housing unit, unless the total rent for the unit does not exceed the fair market rent established by HUD, as provided under 24 C.F.R §982.503, or as has otherwise been approved by TDHCA in writing. and complies with HUD's standard of rent reasonableness, as established under 24 C.F.R 982.507 ESG Subrecipient must maintain written documentation evidencing compliance with rent restrictions.
2. *Monthly Rent.* The monthly rent payable to Landlord by ESG Subrecipient for the term of this Rental Assistance Agreement is \$ \_\_\_\_\_.  
Of this amount, the Tenant-Paid Portion is \$ \_\_\_\_\_ and the amount to be paid by the ESG Subrecipient is \$ \_\_\_\_\_.
3. *Payment Due Date.* As stated in the Tenant's lease:
  - a. The payment due date is \_\_\_\_/\_\_\_\_/\_\_\_\_.
  - b. The grace period for payment is \_\_\_\_/\_\_\_\_/\_\_\_\_.
  - c. Late payment penalty requirements are \_\_\_\_\_. ESG Subrecipient will not use ESG program funds to pay late payment penalty costs.

4. *Rent Adjustments.* With no less than sixty (60) days notice to ESG Subrecipient, Landlord may propose a reasonable rent adjustment to be effective following termination of this Rental Assistance Agreement. The proposed rent may be rejected by ESG Subrecipient. ESG Subrecipient may reject the proposed rent by providing both Landlord and Tenant thirty (30) days notice of intent to terminate the Rental Assistance Agreement.
5. Neither ESG Subrecipient nor TDHCA nor the United States Department of Housing and Urban Development HUD) assumes any obligation for payment of any claim by Landlord against Tenant. ESG Subrecipient's obligation is limited to making rental payments on behalf of Tenant in accordance with this Rental Assistance Agreement.
6. *Payment Conditions.* The right of Landlord to receive payments under this Rental Assistance Agreement will be subject to compliance with all the provisions of the Rental Assistance Agreement. *Landlord agrees that the endorsement on the check or acceptance via direct deposit will be conclusive evidence that Landlord received the full amount due for the month, and will be a certification that:*
  - a. The rental unit is in decent, safe, and sanitary condition in compliance with Minimum Habitability Standards (MHS) and that Landlord is providing the services, maintenance, and utilities agreed to in the Lease;
  - b. The Contract unit is leased to and occupied by Tenant;
  - c. Landlord has not received and will not receive any payments as rent for the rental unit other than those identified in this Rental Assistance Agreement; and
  - d. To the best of Landlord's knowledge, the unit is used solely as the principal place of residence of Tenant and his/her household.

#### **G. Minimum Habitability Standards (MHS) and Landlord-Provided Services**

1. Landlord agrees to maintain and operate the rental unit and related facilities in decent, safe, and sanitary housing in accordance with 24 C.F.R Section 576.403(c), and provide all of the services, maintenance and utilities agreed to in the Lease.
2. ESG Subrecipient and/or TDHCA will have the right to inspect the rental unit and related facilities at least annually and at such other times as may be necessary to ensure the unit is in decent, safe, and sanitary condition, and that it is in compliance with MHS, and that required maintenance, services and utilities are provided.
3. If ESG Subrecipient and/or TDHCA determine that Landlord is not meeting these obligations, ESG Subrecipient and/or TDHCA will have the right, even if Tenant continues in occupancy, to terminate payment of the rent and/or terminate this Rental Assistance Agreement.

#### **H. Lead-Based Paint**

1. All housing constructed before 1978 is affected by Lead-Based Paint ("LBP") regulations.
2. Notification: Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet "Protect Your Family from Lead in Your Home", available in English, Spanish and other languages, as appropriate at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/healthyhomes/lead](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead)
3. Disclosure: Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" (available at <http://www.hud.gov/offices/cpd/affordablehousing/training/web/leadsafe/usefulforms/>) and obtaining Tenant's initials and signature(s) in the appropriate sections.
4. If potential lead hazards have been identified and lead hazard reduction activities have not been accomplished, or if the Landlord is not able to certify that no lead hazards exist, then ESG Subrecipient shall not enter into a Rental Assistance Agreement with the Landlord.

#### **I. Violence Against Women Act (VAWA) Protections**

1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord must permit the tenant to terminate the lease without penalty if the ESG Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR §5.2005(e).

#### **J. Termination of Tenancy**

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify ESG Subrecipient in writing when eviction proceedings are begun and must provide the ESG Subrecipient a copy of any notice to the Tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the Tenant. Landlord will provide ESG Subrecipient with a copy of the required notices to Tenant.

#### **K. Fair Housing Requirements**

1. *Non-discrimination.* Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, disability, or familial status. The obligation of Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, HUD, and ESG Subrecipient, any of which will be entitled to affect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
2. *Cooperation in Quality Opportunity Compliance Reviews.* Landlord will comply with ESG Subrecipient, TDHCA, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **L. ESG Subrecipient and HUD Access to Landlord Records**

1. Landlord will provide any information pertinent to this Rental Assistance Agreement which ESG Subrecipient, TDHCA, or HUD may reasonably require.
2. Landlord will permit ESG Subrecipient, TDHCA, or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Assistance Agreement.

#### **M. Rights of ESG Subrecipient if Landlord Breaches the Rental Assistance Agreement**

1. Any of the following will constitute a breach of this Rental Assistance Agreement:
  - a. If Landlord has violated any obligation under this Rental Assistance Agreement; or
  - b. If Landlord has demonstrated any intention to violate any obligation under this Rental Assistance Agreement; or
  - c. If Landlord has committed any fraud or made any false statement in connection with this Rental Assistance Agreement, or has committed fraud or made any false statement in connection with any federal housing assistance program.
2. ESG Subrecipient's rights and remedies under this Rental Assistance Agreement include recovery of overpayments, termination or reduction of payments, and termination of the Rental Assistance Agreement. If ESG Subrecipient determines that a breach has occurred, ESG Subrecipient may exercise any of its rights or remedies under this Rental Assistance Agreement. ESG Subrecipient will notify Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by ESG Subrecipient to Landlord may require Landlord to take corrective action by a time prescribed in the notice.
3. Any remedies employed by ESG Subrecipient in accordance with this Rental Assistance Agreement will be effective as provided in a written notice by ESG Subrecipient to Landlord. ESG Subrecipient's exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.

#### **N. ESG Subrecipient's Relation to Third Parties**

1. ESG Subrecipient does not assume any responsibility for, or liability to, any person injured as a result of Landlord's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by Landlord.



2. Landlord is not the agent of ESG Subrecipient and this Rental Assistance Agreement does not create any relationship between ESG Subrecipient and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Rental Assistance Agreement.
3. Nothing in this Rental Assistance Agreement will be construed as creating any right of Tenant or a third-party (other than HUD) to enforce any provision of this Rental Assistance Agreement or to assess any claim against HUD, ESG Subrecipient, or Landlord under this Rental Assistance Agreement.

**O. Conflict of Interest Provision**

No employee of ESG Subrecipient who formulates policy or influences decisions with respect to the ESG Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercises his/her functions or responsibilities with respect to the ESG Rental Assistance Program, will have any direct or indirect interest during this person's tenure or for one year thereafter, in this Rental Assistance Agreement or in any proceeds or benefits arising from the Rental Assistance Agreement or to any benefits which may arise from it.

**P. Transfer of the Contract**

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

**Q. Entire Agreement: Interpretation**

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

**R. Warranty of Legal Capacity and Condition of Unit**

1. Landlord warrants:
  - a. The rental unit is in decent, safe, and sanitary condition as defined in 24 C.F.R. Section 576.403(c) and in compliance with MHS; and
  - b. Landlord has the legal right to lease the dwelling unit covered by this Rental Assistance Agreement during the Rental Assistance Agreement term.
2. The party, if any, executing this Rental Assistance Agreement on behalf of Landlord, hereby warrants that such authorization has been given by Landlord to execute it on behalf of Landlord.

**Notice to Rental Assistance Tenants:** *To be eligible to receive rental assistance through the ESG Rental Assistance Program, Tenant must participate in a case management program which is authorized and/or conducted by the ESG Subrecipient. Rental assistance provided through the ESG Rental Assistance Program is limited to a maximum of twenty-four (24) months over a three-year (3) period. Rental Assistance will not be provided to a Tenant receiving another type of rental assistance through other public sources.*

**Tenant's Initials:**

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Landlord: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of ESG Subrecipient's  
Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**WARNING: Title 18, Section 1001 of the U.S. Code provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.**