

Tenancy Preservation Program

Operations Manual

September 2023



Contents

Description and Purpose 01

Governance Structure 01

The Housing Court Department 02

TPP Providers..... 02

Substantive Law and Court Case Types..... 03

Eligibility and Priority 04

Referrals 05

Assessment..... 06

Levels of Service07

Interacting with the Housing Court 09

Reasonable Accommodations11

Alternative Housing 12

Neutrality and Confidentiality 13

Forensic Evaluation and GAL..... 14

Health and Safety 15

Hoarding..... 16

Case Closure 17

Data Collection and Reporting 19

Appendix 20

01 | Description and Purpose

The Tenancy Preservation Program (TPP) is a homelessness prevention program, operated by a network of nonprofit agencies working in partnership with respective Divisions of the Housing Court across Massachusetts. TPP providers work with Housing Courts, housing providers, plaintiff and defendant attorneys, and social service agencies to assist in resolving landlord/tenant disputes in which the tenant is at imminent risk of eviction due to behavior that is causally related to the tenant's disability, primarily mental health disabilities. TPP staff provide expert assessment and case management services to assist the Housing Court and the housing provider in fulfilling their respective legal obligations to accommodate tenants' disabilities, and to assist tenants in obtaining the accommodations to which they are entitled. By resolving disputes and avoiding eviction, TPP participation benefits all parties, including landlords, defendant-tenants, and other residents, and avoids the human and financial costs of homelessness.

02 | Governance Structure

- **Memorandum of Understanding.** TPP is a collaboration among the Housing Court Department and various State agencies, including MassHousing, the Department of Housing and Community Development, the Department of Mental Health, the Department of Developmental Services (formerly Mental Retardation), the Department of Public Health, the Executive Office of Elder Affairs, the Department of Children and Families, and the Department of Transitional Assistance. A Memorandum of Understanding (MOU) dated 5/14/06 and attached hereto as **Memorandum of Understanding (MOU)**, sets forth the obligations of the respective participants and the terms for their collaboration.
- **Statewide Steering Committee.** The Statewide Steering Committee (SSC) provides overarching guidance for TPP programs across the state. The SSC is chaired by a judge designated by the Chief Justice of the Housing Court Department. Members of the SSC include representatives from the State agencies that are party to the MOU referenced above, program directors from each of the TPP providers, representatives from Legal Aid providers, and other interested stakeholders. The SSC meets quarterly, for the purpose of establishing uniform policies and practices where appropriate, addressing cross-system challenges, identifying matters requiring advocacy, and resolving issues that arise for the TPP providers.
- **Local Advisory Committee.** The Local Advisory Committee (LAC) is roughly the local equivalent of the SSC. Established by each Division of the Housing Court Department and the TPP provider with which it partners, the LAC includes local representatives of TPP stakeholder groups, including local office of the State agencies that are party to the MOU, local Housing Authorities, local Legal Aid programs, and local social service agencies. The LAC serves as a network for referrals and problem solving with respect to the TPP program as it operates in that Division. The Division should be represented on the LAC by a judge and a housing specialist.

03 | The Housing Court Department

The Massachusetts Trial Court consists of 7 departments, one of which is the Housing Court Department. The Housing Court has subject matter jurisdiction over all cases involving residential housing. TPP operates exclusively in the Housing Court. When a case involving residential housing is filed in another court department, such as the District Court, any party, including the party who originally filed the case, may transfer the case as of right to the Housing Court at any time until the day of trial. Thereafter the case may be transferred to the Housing Court only by order of a judge. When a case filed in another court department involves a tenant who appears to need TPP services, it is advisable to transfer the case to the Housing Court as soon as possible.

The Housing Court has six Divisions and covers the entire state. Each Division is staffed by a First Justice and Associated Justice(s), a Clerk Magistrate and Assistant Clerk(s) and staff, and Housing Specialists under the supervision of a Chief Housing Specialist. The Housing Specialist Department is unique to the Housing Court, provides mediation and inspection services for the court, and is the primary point of contact for TPP. Each Housing Court Division partners with its own TPP Provider.

04 | TPP Providers

- **Selection Process:** TPP providers are selected through an RFP process conducted by DHCD and MassHousing.
- **Selection Criteria:** Nonprofit agencies appropriate to serve as TPP providers should meet the following criteria:
 - Multi-disciplinary capacity, including experience with mental health, substance use disorder, elder care
 - Homeless outreach experience
 - Language and cultural competency for the expected clients
 - Administrative and program development capacity, including grant writing
 - Clinical supervisory capacity and experience with staff working independently and off-site
- **Staffing Model:** The staffing model for a given provider is determined by the local need for its services. The staffing model should allow for each staff member to handle approximately 25 cases per year per FTE, and assure adequate court coverage, clinical supervision of staff, administrative support, and reporting.
 - At a minimum, each provider has a Program Director, who is responsible for running the program and managing staff, as well as some number of direct service staff, sometimes referred to as Case Coordinators.¹ Some providers also have middle managers, such as an Assistant Director.

¹ For ease of reference, front line staff will be referred to throughout this Manual as "Staff."

- **Staff Qualifications:** Staff should have at least a bachelor's degree in a related field or 2 years of relevant work experience or lived experience of homelessness and/or behavioral health conditions. Program directors should have a bachelor's degree and/or 5 years of relevant work experience. A licensed, master's-level behavioral health clinician or licensed psychologist must be available to TPP staff for case consultation.
- **Staff training:**
 - Orientation should include:
 01. Reviewing the Operations Manual
 02. Meeting with relevant court staff to review court practices and expectations.
 03. Meeting with relevant LAC representatives, particularly legal services and DHCD's regional administering agencies
 04. Reading minutes from LAC and SSC
 05. Shadowing experienced TPP staff for two weeks
 06. Training on landlord-tenant and housing law
 07. Attending a reasonable accommodations training
 08. Personal safety training related to meeting clients in the community and in their homes
 - Ongoing training should include:
 01. Continuing mental health education
 02. Continuing legal education
 03. Developing TPP best practices
 04. Training as required by MassHousing and other funders
 05. Professional development

05 | Substantive Law and Court Case Types

TPP is available to provide services in a range of case types in which the tenant is subject to eviction and/or otherwise becoming homeless. Most referrals to TPP are made in eviction cases, but on occasion referrals are made in cases requesting injunctive relief, or code enforcement cases.

- **Eviction Cases (known as Summary Process cases)**
Eviction cases (except for those under G.L. c. 139, Section 19 - see below) must be preceded by a notice to quit, which terminates the tenancy at will or under a lease.
 - **Non-Payment of Rent**
Requires a 14-day notice to quit and allows the tenant to file counterclaims.
 - **For Cause**
Requires a "rental period" notice to quit to terminate a tenancy at will, or whatever period is required under the operative lease. Counterclaims are not permitted as of right.

- **No Fault**
Requires a “rental period” notice to quit, but not less than 30 days. Counterclaims are permitted as of right. Subsidized tenancies are generally not terminable without cause.
- **G.L. c. 139, Section 19 (Criminal Activity)**
A statutory remedy, which provides that engaging in certain drug-related and other criminal activity on the premises automatically terminates the tenancy.
- ***Injunctive Relief***
Injunctive relief orders a party to do or not do something. A landlord may initiate a case requesting injunctive relief when the tenant’s behavior creates a risk of irreparable harm and requires immediate intervention by a court, such as when a tenant is violent or using smoking materials in a dangerous manner.
- ***Code Enforcement Directed at Tenant***
A municipality or other code enforcement authority may initiate proceedings against a tenant when the tenant’s behavior causes unsafe conditions, such as when hoarding is operative.

06 | Eligibility and Priority

In responding to a referral, TPP providers must determine whether the referred individual is eligible for services. If the individual is eligible for services, the TPP provider may also be called upon to determine what priority to give the referral, especially when the TPP provider is at capacity and has a waiting list. Generally, all eligible individuals should receive full TPP service, unless the TPP provider is at capacity, in which case prioritization and levels of service become relevant. See discussion at Section 9, below, regarding Levels of Service.

- ***Eligibility***
To be eligible for TPP services, a tenant (or a member of the tenant’s household, including a child)² must:
 01. have a disability, as defined by the ADA - a physical or mental impairment that substantially limits one or more major life activity;
 02. that is causally connected to the lease (or other tenancy agreement) violation;
 03. be in receipt of a notice to quit, or otherwise be at imminent risk of homelessness, or for upstream services, a notice of lease violation; and
 04. have a reasonable possibility of preserving the tenancy or transferring to more suitable housing, thereby avoiding homelessness.

² For ease of reference, the term “tenant” will be used throughout this Manual to signify the individual who is engaging with TPP. The term “tenant” has legal significance, however, and in using this term the Manual is not invoking the legal definition but is rather using the terms as it is understood in lay parlance.

- **Occupants of Manufactured Homes:** Tenants who reside in manufactured homes are eligible for TPP services. In addition, assuming other eligibility criteria have been met, the owner of a manufactured home is not ineligible solely by virtue of owning the home. The structure of manufactured home communities is such that the owner of a given home typically rents the pad on which the home is based, and while sometimes characterized as “mobile,” it is impractical and rarely effective to relocate a manufactured home.
- **Priority**
Among eligible referrals, priority should be given to those tenants who:
 01. are at most imminent risk of eviction; and/or
 02. have subsidized tenancies.

Example.

Services for an otherwise eligible subsidized tenant who is referred by the court because the tenant has received a 48-hour notice scheduling physical eviction by a Sheriff or Constable should be prioritized over an otherwise eligible market rate tenant or an otherwise eligible subsidized tenant who is referred earlier in the court case and is therefore not at risk of immediate eviction. Prioritizing in this way is justified because a tenant who is evicted from a subsidized tenancy typically loses the subsidy as well as the rental unit, with associated risks of greater harm.

07 | Referrals

Sources. TPP is a collaborative program, founded collectively by the Housing Court, state housing and human services agencies, legal aid programs, and social service providers. As such, it is appropriate and expected that referrals for TPP services come from many sources, including the following:

- **The Housing Court** makes referrals based on an initial impression that the tenant has a disability, requires TPP services, and will be eligible for them following assessment. Referrals from the court are typically made by a judge or housing specialist, and are routed through the Housing Specialist Department or Clerk’s Office.
- **Housing Providers** make referrals to TPP when they have reason to believe that a dispute with one of their tenants is causally connected to their disability or suspected disability. The referral typically occurs when the notice to quit (NTQ) is issued or the summary process case is initiated. While referrals typically occur after the NTQ is issued, upstream pre-NTQ referrals are also accepted and encouraged, caseload capacity permitting.
- **Advocates**, most often associated with a legal aid program, make referrals to TPP when they have a client or potential client who meets the eligibility criteria and whom they have reason to believe would benefit from TPP services, including for assistance in developing a request for reasonable accommodation.
- **Clinicians** and other community-based providers may refer clients to TPP when the client who meets the eligibility criteria and is dealing with a housing issue that TPP is better suited than the clinician to manage.

- **Tenants** occasionally self-refer to TPP, typically based on information about TPP that has been provided by the court or an advocate, including through a Lawyer-For-The-Day program, or simply by word-of-mouth.

Referral Process. A referral to TPP can be more or less formal, depending on the referral source. Every referral should generate a referral form, using the form that has been approved by the TPP provider in question. See samples of referral forms, attached at Appendix.

Referrals from the court are formalized and documented through the Housing Specialist Department or the Clerk's Office, subject to the business practices of each court Division.

Irrespective of who initiates the referral, the TPP provider should acknowledge the referral in writing, inform the referral source as to whether the tenant was deemed eligible, and keep the referral source appropriately informed as to the tenant's case, assuming the tenant has signed a release of information for TPP to do so. The TPP provider and the court should develop a system for communicating regarding a tenant who has been referred by the court.

08 | Assessment

Upon receipt of referrals, the TPP provider should assess the tenants to determine whether they are eligible for services, and, if so, whether the services should be prioritized and what level of service should be provided. The assessment typically occurs in two steps: an initial assessment, and a full assessment. When the referral occurs at court, the tenant is present, and space is available to accommodate privacy concerns, the best practice is to undertake the initial assessment immediately, at the court.

- **Initial Assessment.** The initial assessment is intended to determine the urgency of the tenants' circumstances based on the status of the tenants' court case. In conducting the initial assessment, the TPP provider should consider both the severity of the tenants' disabling condition, the immediacy of any risk that they will be evicted and/or rendered homeless, and the likelihood that they will be deemed eligible for TPP services. When the initial assessment makes clear that the tenants are not eligible for TPP service, such as when they do not have a disability or the disability is not related to the lease violation, the tenants should be referred for alternative services, if available.
- **Full Assessment.** As soon as warranted based on the initial assessment, the TPP provider should conduct a full assessment of the tenant. To conduct a full assessment, and ultimately provide services to the tenant, it is necessary for the tenant to sign Releases of Information, authorizing TPP to gather information and speak with others about the tenant's disabling condition and circumstances. See Appendix X: NAME. A full assessment involves the following three basic components:
 01. **Eligibility Determination.** Applying the appropriate criteria, the TPP provider should determine whether the tenant is eligible for services.
 02. **Information Gathering.** Assuming the tenant is deemed eligible for services, the TPP provider should gather relevant information regarding
 - A. the tenant's disability and treatment; and
 - B. the tenancy, including the history of the tenancy and the nature of the pending dispute with the landlord.

03. **Housing Stability Plan.** Having gathered information about the tenant's disability and how that disability has contributed to the dispute with the landlord, the TPP provider should develop an initial plan for services to address the disability and mitigate its impact on the tenancy. See discussion at Section 11, below, regarding reasonable accommodations.

09 | Levels of Service

TPP provides two levels of service: full service, and consultation. TPP providers maintain a waiting list when they are at capacity and therefore unable to provide full service. When the tenant is eligible for service, and the TPP provider has sufficient capacity, full service should be provided, although the nature of the full service provided will vary depending on the needs of the tenant and the case. Consultations should be reserved for situations in which the tenant is not eligible, or the TPP provider lacks capacity to provide full service.³ An initial assessment should be undertaken to determine whether the tenant is presumptively eligible and, if so, what level of service should be provided.

- It is imperative that TPP providers maintain a waiting list, and work through the waiting list based on the criteria used to prioritize services to TPP-eligible clients.
- Maintaining a waiting list is important both as a method for triaging eligible clients, as a metric for documenting unmet need, and for advocacy purposes.
- **Full Service.** When a tenant is deemed eligible for TPP services and the TPP provider has the capacity to provide the necessary services, the TPP provider opens a case for the tenant. Full service presupposes that TPP has determined the following:
 01. The tenant meets the definition of person with a disability;
 02. The parties are willing and able to comply with a proposed plan or have been ordered to do so;
 03. The proposed plan is likely to resolve the tenancy problem.
- In providing full service, TPP staff work with the tenant, the tenant's service providers, and the landlord to develop a plan that can reasonably be expected to address and mitigate the lease-violating behaviors. The goals of the plan, in order of priority, are to:
 01. Preserve the existing tenancy; or
 02. Plan for more suitable housing when preserving the existing tenancy is not feasible.
- Other service providers. When an eligible tenant has other service providers, TPP should nevertheless provide full service, although the scope of those services will be informed by the existence of other providers.

³ Consultations with ineligible tenants should be rare and limited in scope.

- In those cases, TPP's role will likely be to bring the housing issue into focus with the providers, provide information and support concerning the court process, and engage the existing services in crafting a request for reasonable accommodation and/or agreement with the housing provider. Where there are existing services, TPP may expect the other service providers to:
 01. Appear at court proceedings and work with the court and tenant advocates;
 02. Be part of the housing stability plan for preserving the tenancy;
 03. Provide stabilization services until the plan is in place; and
 04. Monitor the situation to ensure that tenancy problems are prevented and addressed immediately if they do recur.
- If TPP staff believe either that available services are not sufficient to enable the tenant to remain in the existing housing, or that the tenant is unwilling or unable to comply with the plan sufficiently to resolve the tenancy problem, TPP staff should investigate a transition to more suitable housing. See discussion at Section 12, below, concerning Alternative Housing.
- **Consultation:** As opposed to providing full service, TPP is available to consult in situations in which
 01. the tenant is not eligible for TPP services, or
 02. the TPP provider lacks capacity to open a case for full service. TPP staff should do an initial assessment before determining whether to provide full service or a consultation.
- **Ineligible Tenants.** Examples of ineligibility include any of the following:
 01. the tenant does not have a disability, as defined by the ADA - a physical or mental impairment that substantially limits one or more major life activity;
 02. the disability is not causally connected to the lease (or other tenancy agreement) violation;
 03. the tenant is not in receipt of a notice of lease violation or otherwise be at imminent risk of homelessness; or
 04. there is no reasonable possibility of preserving the tenancy or transferring to more suitable housing.
- **Lack of Capacity/Waitlist.** When the TPP provider is at or over capacity, and therefore cannot open a case for full service to an otherwise eligible tenant, TPP should provide consultation. By definition, consultation should consist of brief, limited services, such as information and referrals. Should capacity open up when TPP is providing consulting services to a tenant otherwise eligible for full service, a case for full service should be opened for that tenant

Example:

A tenant with a substance use disorder is referred to TPP by the court during a court event at which the tenant is present. TPP staff do an initial assessment of the tenant and determine provisionally that the tenant is eligible for TPP services. Because the TPP provider is at capacity, however, TPP cannot open a full service case for the tenant. As such, TPP staff puts the tenant on the waiting list and consults with the tenant, during which they explain the court process, provide information about treatment for the tenant's substance use disorder, and refer the tenant to appropriate treatment programs.

Several weeks later, the TPP provider closes a full service case, creating capacity to open a new case. As this tenant is next on the waiting list, TPP staff contact the tenant, and make arrangements to do a full assessment and intake for full service. If found eligible, the court and landlord are informed that TPP has opened a case for full service for the tenant.

- **Role of Local Advisory Committee** in providing assistance in lieu of consultation. It is likely that the LAC for a given court Division includes representatives of agencies that provide services for which a tenant would otherwise be referred when TPP is doing a consultation. The members of the LAC should work together to develop a process for providing assistance and facilitating warm referrals for tenants who are not receiving full service from TPP, and for whom TPP might otherwise be called upon to do a consultation. Developing such a process both preserves TPP resources and reinforces the collaboration among LAC members.

10 | Interacting with the Housing Court

TPP operates in partnership with the Housing Court, and the majority of TPP clients are involved with the court. TPP staff interact with the court in a variety of settings, and it is important for TPP staff to familiarize themselves with the court process in general, and the conventions of their partner Housing Court Division in particular. The primary point of contact for TPP with the Housing Court is typically the Housing Specialist Department, although in some Divisions the Clerk's Office facilitates referrals.

TPP staff should familiarize themselves with the following court processes and proceedings:

- **Mediation.** The Housing Court provides mediation services through its Housing Specialist Department. Housing Specialists are trained as neutral mediators. Most Housing Court cases, including but not limited to those involving TPP, are resolved through mediation. Mediation offers an opportunity to hear from the parties about the nature of their dispute and resolve the dispute along terms that are acceptable to the parties. TPP staff should be prepared to participate in mediations with their clients, to facilitate the tenant's engagement in the process, and to provide information about services that might be available to address the tenant's behavioral issues.
 - **Meeting Clients for the First Time in Mediation:** On occasion, TPP staff meet prospective clients for the first time at court, often in the context of a mediation. In these situations, TPP should ask that the mediation be paused briefly, and meet with the client privately in order to do a brief initial assessment. If, based upon the brief initial assessment it appears to TPP that additional investigation is necessary to gather relevant facts or assess the client's capacity to participate in the mediation, TPP should request a postponement of the mediation. If the

parties cannot agree to postpone the mediation, TPP should consider requesting that the court order a continuance of the case and schedule an additional mediation (Tier 1 event), and be prepared to explain the reasons for that request.

- **Agreements.** The goal of mediation is to reach an agreement to resolve the court case. It is advisable for agreements involving TPP clients to be reviewed by a judge, to reinforce the importance of complying with the agreement and the consequences of noncompliance. Agreements involving a TPP client who is not represented by an attorney must be reviewed by a judge. TPP staff are sometimes asked to sign an agreement, indicating that they were present at the mediation when the agreement was reached. Mediated agreements, including those memorializing reasonable accommodations and/or staying execution (eviction) conditioned upon compliance with the agreement terms, become orders of the court when signed by a judge.

While the parties might agree to work with TPP without TPP being party to the agreement, the agreement should not obligate TPP to provide services in general, nor any specific service, unless TPP has agreed to do so. If TPP staff receive an agreement with provisions which require them to take steps they have not agreed to take, they should consult the Chief Housing Specialist to have the agreement amended.

- **Hearings.** Courtroom events before a judge, other than trials, are known as hearings. Hearings may be evidentiary, in which witnesses testify under oath and present evidence, or non-evidentiary, in which the parties or their attorneys argue in support of requests they are presenting to the court. Judges often wish to hear from TPP staff regarding TPP clients, and TPP staff should be prepared to present relevant information to the judge when asked to do so by one of the parties, or the court. Hearings are typically open to the public. TPP staff should notify court staff if the hearing is likely to involve sensitive information and request an opportunity to present to the judge at “side bar,” meaning next to the bench and out of hearing by members of the public. If TPP staff are unsure if information that’s being requested by the judge or parties is protected health information, they should inform that judge that they need to consult with their supervisor before making any additional statements. See discussion at Section 13, below, regarding Neutrality and Confidentiality.
 - **Subpoena.** If TPP staff are served with a subpoena to testify, they should (1) ensure that all parties are aware of the subpoena and (2) determine whether meeting with the parties to discuss the client’s case will satisfy the party who issued the subpoena and result in withdrawal of the subpoena. If the issuing party will not agree to meet and/or withdraw the subpoena, or the timing of service of the subpoena does not allow for such a meeting, TPP staff should seek direction from the court regarding compliance with the subpoena. When served with a subpoena, TPP staff should confer with supervisors about whether to alert counsel for the agency.
- **Status Updates.** TPP staff are sometimes required by the terms of an agreement or court order to provide status updates regarding the tenant’s treatment and/or progress. Status updates can be submitted orally at a court hearing, or in a document filed with the court and copied to all parties. TPP staff should alert court staff when filing a written status update, as TPP updates are typically not included in the court file that is available to the public.

- **Motions by TPP.** There are times when a TPP staff person may want to bring a case to the attention of the court. Examples include cases in which the tenant is not complying with a court order or housing stability plan, or cases in which the landlord is not following the requirements of a reasonable accommodation. The process for bringing a case before the court is to file a motion and schedule the motion for a hearing. Court staff can assist TPP with this process.

11 | Reasonable Accommodations

Legal Framework. Under Massachusetts law, a person with a disability may be entitled to a reasonable accommodation with respect to housing. "A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that will allow a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common spaces."⁴

A person with a disability is someone with a physical or mental impairment that significantly interferes with one or more major life activities. By definition, anyone eligible for TPP is a person with a disability.

In the TPP context, the concept of reasonable accommodation does not require the landlord to eliminate the lease provisions that the tenant has violated, but may require landlords to give the tenant an opportunity to get services that will enable the tenant to comply with the lease, when giving such an opportunity does not cause "an undue financial and administrative burden" or require a "fundamental change in the nature of the program."

- **Process for Requesting Reasonable Accommodation.** Housing providers are required to engage in an interactive process with a tenant requesting a reasonable accommodation. The process generally involves:
 - a request by the tenant or an advocate for the tenant for a specific accommodation;
 - documentation provided by the tenant to support the request for accommodation;
 - evaluation of the tenant's request by the landlord;
 - a response by the landlord; and
 - discussion and negotiation by the parties to reach agreement regarding a reasonable accommodation.
- **Role of TPP in Requesting a Reasonable Accommodation.** TPP assistance is critical when a TPP client is requesting a reasonable accommodation, whether or not the tenant is represented by an attorney. TPP assistance typically includes:
 - assisting the tenant in acquiring documentation to establish the tenant's disability, if necessary, although the tenant's disability is often not in dispute;
 - detailing the services that will assist the tenant in complying with the lease or tenancy agreement, assuming accommodation by the landlord;

⁴ <https://www.mass.gov/info-details/disability-rights-in-housing#the-reasonable-accommodation/reasonable-modification-process->

- specifying what roles other entities will play as well, particularly if there are other case management services involved; and
 - specifying the role that TPP will play to ensure that the tenant receives the necessary services and complies with the lease or tenancy agreement.
- **Role of the Court in Approving and Enforcing a Reasonable Accommodation.** A request for reasonable accommodation for a TPP client with an open court case should always be approved by the court. Typically, the reasonable accommodation is incorporated into a mediated agreement, which contemplates preserving the existing tenancy assuming compliance by the tenant. On occasion, the reasonable accommodation is ordered by a judge. Whether the result of mediation or court hearing, it is advisable for a reasonable accommodation plan to be reviewed and approved by a judge.

12 | Alternative Housing

- **Determination of Need for Transition.** On occasion the parties agree or it is otherwise apparent that the existing tenancy does not provide suitable housing for the tenant, and that the tenant should transfer to more suitable housing. When the need to transfer to more suitable housing is a result of the tenant's disability, such as when the tenant's cognitive impairment has advanced to the point that the tenant requires a level of care not available in the existing tenancy, the current landlord may be required to provide for a transition period, as a reasonable accommodation.

More suitable housing might include an accessible unit or a smaller/larger unit at the existing property, supported housing run by DMH or DDS, assisted living, or nursing homes.

In situations where the only feasible plan is transition to more suitable housing, an additional responsibility of the TPP staff is either to secure services which mitigate the lease-violating behavior and enable the tenant to remain in the unit until the alternative arrangements can be made, or to find temporary respite housing. This type of holding arrangement may require frequent interactions with the TPP clinician or other service provider to keep the situation stable until more permanent arrangements are complete.

The goal in these situations is twofold: to prevent the tenant from becoming homeless before alternatives can be arranged and to prevent the formal eviction from being completed and therefore becoming part of the tenant's housing record. This second goal is critical to preserve eligibility for future subsidized housing.

In the absence of any viable alternative to preserve the existing tenancy or transfer to more suitable housing, TPP should alert the local homeless outreach program when the tenant is scheduled for physical eviction. TPP should also inform the tenant about available services and shelters.

- **TPP Role in Transition.** Typically, the transition to more suitable housing requires some time to execute. Under these circumstances, TPP should assist the parties in establishing conditions that will permit the tenant to remain in his or her existing housing until the transfer can be effectuated. Those conditions, for example, might include day treatment or personal care services for the tenant,

to minimize the burden on the landlord that results from having the tenant remain at the premises temporarily. TPP should also assist the tenant in complying with any terms that are established for the temporary extension of occupancy.

The need for more suitable housing must be related to the tenant's disability. A breakdown in the relationship between the landlord and the tenant is not a basis for engaging TPP to assist in obtaining alternative housing. TPP's participation, by definition, arises only if the need to transition to more suitable housing is connected to the tenant's disability.

13 | Neutrality and Confidentiality

TPP providers are bound by principles of neutrality and confidentiality. Prior to providing services, it is critical that TPP staff, with the assistance of the court, if necessary, disclose to the tenant that TPP staff must maintain neutrality, and that doing so places limits on their ability to keep information confidential. Reconciling the potential tension between neutrality and confidentiality can be challenging at times, and ongoing training as to each is essential.

- **Neutrality:** TPP must be a neutral participant in the dispute between the tenant and the landlord, including but not limited to when the dispute is the subject of a court case. This means that TPP staff, while often called upon to advocate for the tenant in terms of services, must not become an advocate for the tenant in the legal dispute. Rather, the role of TPP is to address the needs of both parties to the extent possible, including by keeping both parties informed as to developments in the tenant's case, to preserve the tenancy on terms that are reasonable for both parties.
- **Confidentiality:** Over the course of working with the tenant, TPP staff may become privy to information that they would otherwise have a duty to keep confidential, including medical and health information protected by HIPAA. Upon receiving confidential information, TPP staff must determine whether it bears on the dispute with the landlord. If not, the staff need not disclose the information. If so, the staff must take steps to reconcile the conflict between the confidentiality that is owed to the tenant, and the neutrality they are bound to maintain in the dispute.

Example #1:

In the course of reviewing the tenant's medical records, TPP staff learn that the tenant is HIV positive. In the professional judgment of the staff, this information is unrelated to the disability for which the tenant seeks to be accommodated by the landlord, and does not bear on the dispute with the landlord. TPP is therefore free to keep this information confidential.

Example #2:

The tenant has an active substance use disorder, which leads to lease violations. The parties entered into an agreement to preserve the tenancy, conditioned upon the tenant attending outpatient substance use disorder treatment and remaining drug-free. When going to meet with the tenant, TPP staff find the tenant intoxicated. The relapse is both related to the disability for which the tenant sought an accommodation, and highly relevant to the dispute. As such, the staff's obligation to remain neutral requires that they disclose the information.

- **Reconciling Conflicts Between Confidentiality and Neutrality:** TPP owes its duty of neutrality to the court. The threshold consideration in determining whether TPP staff have a duty to disclose information that might otherwise be considered confidential, is relevancy: relevant information cannot be kept confidential, whereas irrelevant information need not be disclosed to maintain neutrality. That said, there are various ways to disclose relevant information, and TPP staff should always endeavor to fulfill its duty of neutrality in such a way as to protect otherwise confidential information when and to the extent possible.

When TPP staff believe there is a conflict between their obligations of neutrality and confidentiality, they must take steps to reconcile the conflict.

- Initially, TPP staff should confer with their supervisor, who may in turn seek guidance from counsel for their agency.
- If the perceived conflict arises in the context of the court case, and TPP staff and supervisors are not able to reconcile it satisfactorily, they should approach the court for guidance, by filing a motion, copied to the parties or their counsel, that references the potential conflict in general terms.
- If TPP staff and their supervisor believe it is necessary for the court to review the information in question to reconcile the perceived conflict, they should request that the court do so in camera, pending a ruling. This means that the judge will review the information privately and off the record, until and unless the judge determines that it must be disclosed to all parties.
- If the judge requires that the information be disclosed to all parties, it may still be appropriate to request that it not be available to the general public. The Clerk's office can instruct TPP on the process for sealing the records in question from public view.

14 | Forensic Evaluation and GAL

On occasions there is a need to determine whether tenants are competent to make decisions on their own behalf. If TPP staff are concerned about the tenant's capacity, they should explore whether the tenant's existing mental health providers are able to perform the requisite assessment. If not, staff should consult with their supervisor about requesting a forensic evaluation through the court and/or appointment of a Guardian Ad Litem (GAL).

- **Forensic Evaluation:** Court clinics, staffed by forensic psychologists, exist at most multi-department courthouses. For the most part, these clinics are used by the District and Superior Courts, to determine a defendant's competency and legal capacity in the context of criminal cases. Although not all Divisions of the Housing Court routinely access these clinics, if there is a need to evaluate a tenant's competency and no alternative for obtaining an assessment, the TPP clinician should consider requesting that a judge refer the tenant to the clinic for evaluation. It will be necessary to obtain a court order by a judge making the referral, and the order should specify the questions that the judge wishes the court clinician to answer. TPP staff should work with the parties and the court to craft the relevant questions.
- **GAL:** If the tenant's mental health provider or the court clinician determines that the tenant is not competent or lacks capacity to act on the tenant's own behalf, the judge should consider appointing a GAL. Even in the absence of a forensic evaluation, the judge has the authority to appoint a GAL if the judge has reason to question the tenant's ability to participate effectively in the proceedings, whether

by reason of apparent cognitive limitations or due to mental illness as documented in the medical records or manifest in behavior that has been observed by or reported to the court.

GALs are appointed from a list of individuals, typically lawyers, who have been approved for that purpose by the court. A GAL's specific role will depend upon the extent of the tenant's limitations, ranging from investigative, to substituting the GAL's judgment for that of the tenant. The judge's order appointing the GAL should specify the scope of the GAL's involvement, and the judge will likely attempt to craft the GAL's role in the least restrictive terms possible to meet the needs of the case. The parties and/or the TPP staff person should consider asking the court to modify the scope of the GAL's role if the circumstances so warrant as they unfold.

Example #1:

If there has been a determination that the tenant's existing living situation is no longer suitable, but the tenant is unable or unwilling to investigate more suitable alternative living situations, the judge may appoint a GAL to investigate the options and report back to the parties and the court, to facilitate a transition by agreement or order of the court.

Example #2:

If there has been a determination that the tenant's existing living situation is no longer suitable, and the tenant is determined to be not competent, the judge may order the GAL to substitute the GAL's judgment for the tenant's in deciding to relocate to a more suitable living situation. A GAL is appointed only for purposes of the pending litigation, and does not have authority over the tenant's decision making outside of the case.

- **TPP's Role:** With respect to both a forensic evaluation, and the use of a GAL, it is appropriate for TPP to (1) indicate that the intervention is needed, and why (2) provide input to the court into what the forensic evaluator should assess and/or what specific assistance the GAL should be requested to provide and (3) facilitate the necessary interactions with the tenant.

15 | Health and Safety

On occasion health and safety considerations arise in cases involving TPP. There may be concerns regarding the tenant's safety, TPP staff safety, or both.

- **Tenant Health and Safety:** TPP staff should investigate any concerns they have regarding the tenant's health or safety. These concerns may be associated with the tenant's living conditions, the possibility of abusive familial or other relationships, threats by other tenants, or unattended medical needs, both physical and mental. Staff should be in contact with tenants with sufficient regularity to notice changes in behavior or appearance that raise the possibility of health or safety concerns, including home visits where appropriate.

Licensed TPP staff are mandated reporters pursuant to Mass. General Laws c.119 § 51A. and 641 CMR 5.00. As such, any concerns about the tenant's safety in relation to others, including unattended

health needs, must be reported to the appropriate authorities. If concerns arise regarding these issues, TPP staff should consult with their supervisor.

- **TPP Staff Health and Safety:** TPP staff should be mindful of protecting their own health and safety in dealing with clients or those involved with their clients. Tools and approaches to consider in protecting themselves include:
 - Wearing and requiring others to wear a mask when in close contact, especially during public health emergencies;
 - Complying with public health recommendations, including vaccination schedules;
 - Staying in regular communication with a supervisor or colleagues, and ensuring that one's whereabouts are documented and known to others;
 - Ensuring that work-related electronic devices such as cell phones and tablets are working and accessible;
 - Meeting with the tenant and others in public places, when indicated;
 - Bringing a colleague to a home visit, when indicated;
 - Being mindful of physical surroundings, lighting, exits, etc;
 - Staying near the exit and not allowing the tenant to be positioned between oneself and the exit;
 - Asking if there are others (people or animals) currently in the home;
 - Requiring that animals be kept in closed rooms, when indicated;
 - Asking if there are weapons in the home and being aware of items that could potentially be used as weapons; and
 - Trusting one's instincts and discussing any concerns with one's supervisor.

16 | Hoarding

Issues related to overaccumulation, difficulty discarding and hoarding disorder can be particularly challenging conditions to manage and are frequently the basis of referrals to TPP. TPP staff should be prepared for cases involving hoarding and must avail themselves of the most current training opportunities and maintain relationships with hoarding-specific treatment and service providers.

- **TPP Role in Addressing Hoarding:** TPP staff should be prepared to engage intensively with tenants who are referred for behavior associated with hoarding disorder. TPP can help develop an intervention/behavioral plan based on the assessment of the individual and environment to help target safety areas, keep the resident involved and reduce future risk issues. This plan should also include building additional resources, agencies, and providers to help address gaps.

TPP engagement is likely to include assisting the tenants in obtaining a proper diagnosis and treatment, arranging for housecleaning and other services, participating with the tenants in de-cluttering their apartments, requesting reasonable accommodations, and documenting progress or

the lack thereof.

- **Resources:** TPP staff should be aware of resources that are available in their community to assist a tenant with hoarding disorder, such as those listed on [MassHousing's Hoarding Resources webpage](#), including clinical mental health services, hoarding informed sorting, discarding, cleanup and emergency clean-out services, specific town/region task forces and educational information.

Developing a team of support, including helpers identified by the tenant, as well as connecting all providers with common goals/targets may be helpful in addressing the current issues and developing a sustainable stabilization plan. Having additional support can also help with burnout for TPP providers.

Pictures may be helpful in some circumstances and assist with addressing target areas but should be used with caution. Tenants with hoarding disorders may feel shame related to their hoarding behavior and pictures can be used in less supportive ways by housing authorities. However, they can be very powerful to help show sustained progress or help tenants maintain gains.

- **Self-Care and Safety for Staff:** Staff should be aware of and feel comfortable respectfully asking if a unit has or has had an infestation and take precautions when visiting.

Staff safety related to sorting, discarding, or in-home evaluations should be reviewed with supervisory staff. Specialized prep services and support should be considered prior to extensive in-home work with tenants experiencing overaccumulation or hoarding issues, as well as bedbugs or extensive pest-related issues.

Staff can utilize virtual sessions, pictures, and meetings outside until safety-related issues can be resolved.

17 | Case Closure

- **Criteria for Closing a Case:** In closing a case, TPP staff should ensure that the case meets the criteria for closing, and that the file has been documented accordingly. The criteria for closing a case are as follows:
 - **The goals set forth in the Housing Stabilization Plan have been met.**

Example # 1:

The tenant was referred for behaving in ways that interfered with the other tenants' right to quiet enjoyment. TPP's assessment was that she stopped taking her psychiatric medication which triggered the disruptive behavior. TPP opened a case, intending to have the tenant evaluated to determine if she should be taking medication, provide supports to ensure that she was compliant with her prescribed medication, confirm that her disruptive behavior ended when she took her medication properly, and ensure that the tenancy was reinstated when the tenant's behavior improved. Those goals have been accomplished, and the case is closed

Example #2:

The tenant is elderly and appears unable to care for herself and her apartment. TPP's assessment was that she is experiencing cognitive decline and may be unable to continue living independently. TPP arranged for personal and home care services to assist the tenant and referred her to a specialized geriatric care provider who later determined she needed to transition to a long-term care facility. Her family members investigated and found a suitable long-term care facility, the tenant relocated, and the case is closed.

- **The landlord has agreed to a reasonable accommodation.**

Example # 3:

The tenant, a veteran, complained incessantly about noise from the adjacent neighbor's children. The complaints led to heated arguments between the tenant and the neighbor. TPP's assessment was that the tenant has PTSD resulting from his military service in Afghanistan, and he is particularly sensitive to noise. TPP assisted the tenant in making a reasonable accommodation request to the landlord to relocate him to another quieter unit and connected him to VA outpatient treatment for his PTSD. The landlord agreed to relocate him to another unit, and the conflict between the original neighbors was resolved. The case is closed.

- **The tenant is not cooperating with TPP's recommendations.**

Example #4:

The tenant was referred to TPP because she had not paid her rent. TPP's assessment was that, for reasons related to her mental illness, the tenant was unable to manage her SSDI income. TPP recommended that she obtain a Representative Payee to ensure that her rent is timely paid. The tenant failed to follow through with the representative payee application process, despite numerous opportunities to do so with assistance from TPP. After a final notice and opportunity to complete the process, the case is closed for noncompliance.

- **Documentation and Notice.** TPP staff should document, in the client's file, the basis for closing the case. In addition, written notice that the case has been closed should be sent to the parties (through counsel if applicable), the referral source, the court, and any service providers with whom TPP has interacted concerning the tenant.

18 | Data Collection and Reporting

Funders and other stakeholders require that TPP providers maintain and report data. TPP staff are required to collect client-level data, while program managers aggregate and de-identify that data monthly to report to funders, per their contract specifications. Timely compliance with these reporting requirements is essential.

Each TPP provider must maintain secure client records and make them available for review by the program's funders. As to each client, these records must contain at a minimum: client assessment, releases of information, program participation agreement, housing stabilization plan, progress notes, and service discontinuation notice. The record must also contain the Notice to Quit, as applicable, or other pre-litigation notices of legal significance to the court case. For Housing Court cases, the record must also contain a copy of the complaint, summons, answer, and any other relevant pleadings.

Appendix

TENANCY PRESERVATION PROGRAM

Memorandum of Understanding (MOU) . 21 - 33

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY

Referral Forms..... 34 - 39

Releases 40 - 43

Assessment 44 - 45

TPP Agreement..... 46

COMMUNITY HEALTHLINK

Referral Forms..... 47 - 48

Intake Assessment 49 - 53

Health Disclosure 54 - 55

TPP Agreement..... 56

TPP Assessment..... 57

Case Note..... 58

Central Division Court Case Status 59

TPP Brochure..... 60 - 61

ELIOT COMMUNITY HUMAN SERVICES

Referral Assessment 62 - 65

TPP Agreement..... 66 - 67

TPP Action Plan 68

Notice of TPP Eligibility 69

Disclosure Authorization..... 70

TPP Discontinuation Notice..... 72

TPP Resolution Form..... 73

FATHER BILLS & MAINSPRING

TPP Table of Contents 74

Referral Intake..... 75

Client Demographics..... 76

Initial Assessment 77 - 79

TPP Agreement..... 80

Release 81

Release Authorization 82

No Income Certification 83

TPP Rules & Grievance Policy..... 84

Progress Notes..... 85 - 86

TPP Service Plan 87 - 89

BAY COVE HUMAN SERVICES

Referral Form..... 90

Release 91 - 93

Release #2 94

Memorandum 95

DATA REPORTING FORMS

Case Summary 97-100

COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT FORM



This form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting terms. By executing this Interdepartmental Service Agreement (ISA), the Buyer and Seller Departments, under the pains and penalties of perjury, make all certifications required by law and certify compliance with the following requirements: that the Seller Department is qualified and shall at all times remain qualified to perform this ISA; that performance shall be timely and meet or exceed ISA standards, including obtaining requisite licenses, permits and resources for performance; that the Buyer and Seller are legislatively authorized to enter into this ISA; that the Buyer and Seller Departments agree to maintain the necessary level of interdepartmental communication, coordination and cooperation to ensure the successful completion of the ISA; that the Buyer certifies that sufficient funds are available for this ISA; that the Seller Department is required to provide reports as specified in the ISA; that the terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties; that the Buyer and Seller agree that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, including the Interdepartmental Service Agreement Instructions, all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, and any corresponding policies and procedures issued by CTR; and that the Buyer and Seller are responsible for reviewing and complying with the Interdepartmental Service Agreement Instructions and ISA Policy and 815 CMR 6.00 available under Comptroller Policy Memo #306 (or as amended) available at www.state.ma.us/osc/Accountg/marmemos/memos.htm.

MMARS DOCUMENT ID: NF STATE AGENCIES 0 2005	
BUYER DEPARTMENT: DEPARTMENT OF TRANSITIONAL ASSISTANCE MMARS 3-POSITION DEPARTMENT CODE: <u>W</u> <u>E</u> <u>L</u>	SELLER DEPARTMENT: VARIOUS STATE AGENCIES – SEE ATTACHED SIGNATURE PAGES MMARS 3-POSITION DEPARTMENT CODE: _____
ISA MANAGER: DEBRA CONNOLLY	ISA MANAGER:
PHONE: 617-348-5624 FAX: 617-348-5355 E-MAIL ADDRESS: DEBRA.CONNOLLY@STATE.MA.US	PHONE: FAX: E-MAIL ADDRESS:
BUSINESS MAILING ADDRESS: 600 WASHINGTON STREET BOSTON, MA 02111	BUSINESS MAILING ADDRESS:
COMPENSATION: (Check and complete all that apply) <input type="checkbox"/> Single Fiscal Year Financial ISA <input type="checkbox"/> Multiple Fiscal Year Financial ISA Total Maximum Obligation for Duration of this ISA: \$ <u>0.00</u> Transaction Amount for current fiscal year obligation: \$ <u>0.00</u>	TRANSACTION DOCUMENTATION ATTACHED: (Check option that applies) <input type="checkbox"/> ASTA Form (when required to establish new Child Account) <input type="checkbox"/> AC Transaction (for total of current fiscal year obligation) <input type="checkbox"/> SC Transaction (for total duration of ISA, including out years. Only allowable if Seller is a Higher Education State Department) <input type="checkbox"/> Other (only upon prior approval of CTR) <p style="text-align: center;">N/A</p>
BUYER ACCOUNT INFORMATION (complete as many that apply)	
Parent Account: <u>N/A</u> , Fund: _____ TO: _____ Parent Account: _____, Fund: _____ TO: _____ Parent Account: _____, Fund: _____ TO: _____	SELLER ACCOUNT INFORMATION (complete as many that apply) Child Account: <u>N/A</u> , Fund: _____ Child Account: _____, Fund: _____ Child Account: _____, Fund: _____
BRIEF DESCRIPTION OF PERFORMANCE: (Reference to attachments without a narrative description of performance is insufficient.) This Memorandum of Understanding between multiple agencies is in support of the Tenancy Preservation Program.	
RFR REFERENCE NUMBER: (If Seller responded to a Buyer RFR or "N/A" if not applicable)	
ANTICIPATED ISA EFFECTIVE START DATE: Performance shall begin on _____, which shall be no earlier than the latest date this ISA is signed by authorized signatories of the Buyer and Seller Departments pursuant to 815 CMR 6.00.	
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>OPEN ENDED</u> unless terminated or amended by mutual written agreement by the parties prior to this date pursuant to 815 CMR 6.00.	
DEPARTMENT OF TRANSITIONAL ASSISTANCE AUTHORIZING SIGNATURE FOR THE BUYER DEPARTMENT: X: <u>[Signature]</u> (Signature of Buyer Department's Authorized Signatory) DATE: <u>5/14/06</u> (Date must be handwritten at time of signature) NAME: <u>CARIN KALE</u> TITLE: <u>ASSIST. COMM. FOR A & F.</u>	MASSACHUSETTS HOUSING FINANCE AGENCY AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT: X: <u>[Signature]</u> (Signature of Seller Department's Authorized Signatory) DATE: <u>4/1/05</u> (Date must be handwritten at time of signature) NAME: <u>Laurie R. Wallach</u> TITLE: <u>General Counsel</u>

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

mmars document id: NF STATE AGENCIES 0 2005



**Memorandum of Understanding
Among
Department of Transitional Assistance
Massachusetts Housing Finance Agency
Housing Court Department
Department of Housing and Community Development
Department of Mental Health
Department of Mental Retardation
Department of Public Health
Executive Office of Elder Affairs
Massachusetts Rehabilitation Commission**

This Agreement is made by and among the Department of Transitional Assistance (DTA), the Massachusetts Housing Finance Agency (MassHousing), the Housing Court Department (HCD), the Department of Housing and Community Development (DHCD), the Department of Mental Health (DMH), the Department of Mental Retardation (DMR), the Department of Public Health (DPH), the Executive Office of Elder Affairs (EOEA) and the Massachusetts Rehabilitation Commission (MRC).

This Agreement outlines the program commitments made by all parties to support the Tenancy Preservation Program (TPP). TPP is a homelessness prevention program, operating in collaboration with the Housing Court Department of the Massachusetts Trial Court. TPP functions as a neutral party to the landlord and tenant. TPP targets individuals and families, where a disability is present and directly related to the reason for eviction, and priority is given to tenants living in subsidized housing. TPP allows the Housing Court Department the opportunity to offer reasonable accommodation to disabled tenants.

DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

MassHousing agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

DEPARTMENT OF TRANSITIONAL ASSISTANCE

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: Carin Kale
(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: 5/14/2006
(DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: CARIN KALE

TITLE: Asst Comm for Admin & Finance



**Memorandum of Understanding
Among
Department of Transitional Assistance
Massachusetts Housing Finance Agency
Housing Court Department
Department of Housing and Community Development
Department of Mental Health
Department of Mental Retardation
Department of Public Health
Executive Office of Elder Affairs
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DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

DHCD agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
3. Provide support to TPP through financial and/or other means.

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: 
(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: 5/9/05
(DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: FRED HABIB

TITLE: Deputy Director

INTERDEPARTMENTAL SERVICE AGREEMENT FORM
MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



**Memorandum of Understanding
 Among
 Department of Transitional Assistance
 Massachusetts Housing Finance Agency
 Housing Court Department
 Department of Housing and Community Development
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 Massachusetts Rehabilitation Commission**

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DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

HCD agrees to the following:

1. Chair the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide support to TPP through financial and/or other means.

HOUSING COURT DEPARTMENT

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: *Manuel Kyriakakis*
 (SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY) *Chief Justice*

DATE: *March 24, 2005*
 (DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: *MANUEL KYRIAKAKIS*

TITLE: *CHIEF JUSTICE*

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



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Among
Department of Transitional Assistance
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DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

DMH agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

DEPARTMENT OF MENTAL HEALTH

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: *Matthew J. Gozkwicz*
(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: *April 25, 2005*
(DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: *Matthew J. Gozkwicz*

TITLE: *Depty Commissioner for Mgt + Bdgt*



**Memorandum of Understanding
Among
Department of Transitional Assistance
Massachusetts Housing Finance Agency
Housing Court Department
Department of Housing and Community Development
Department of Mental Health
Department of Mental Retardation
Department of Public Health
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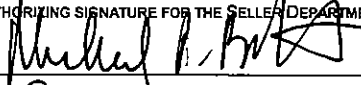
DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

DPH agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

DEPARTMENT OF PUBLIC HEALTH

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: 

(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: Aug 18, 2005

(DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: MICHAEL P. BOTTICELLI

TITLE: ASSISTANT COMMISSIONER

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



Memorandum of Understanding
Among
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DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

MRC agrees to the following:

- 1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

MASSACHUSETTS REHABILITATION COMMISSION

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:
X: [Handwritten Signature]
(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: 3/24/05
(Date must be handwritten at time of signature)

NAME: ELMER C. BARTELS

TITLE: COMMISSIONER

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



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Among
Department of Transitional Assistance
Massachusetts Housing Finance Agency
Housing Court Department
Department of Housing and Community Development
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DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

DMR agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and prioritization guidelines;
4. Provide support to TPP through financial and/or other means.

DEPARTMENT OF MENTAL RETARDATION

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: 
(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: 6/30/05
(DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: Margaret Chow-Menzen

TITLE: Asst Commissioner

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



**Memorandum of Understanding
Among
Department of Transitional Assistance
Massachusetts Housing Finance Agency
Housing Court Department
Department of Housing and Community Development
Department of Mental Health
Department of Mental Retardation
Department of Public Health
Executive Office of Elder Affairs
Massachusetts Rehabilitation Commission**

This Agreement is made by and among the Department of Transitional Assistance (DTA), the Massachusetts Housing Finance Agency (MassHousing), the Housing Court Department (HCD), the Department of Housing and Community Development (DHCD), the Department of Mental Health (DMH), the Department of Mental Retardation (DMR), the Department of Public Health (DPH), the Executive Office of Elder Affairs (EOEA) and the Massachusetts Rehabilitation Commission (MRC).

This Agreement outlines the program commitments made by all parties to support the Tenancy Preservation Program (TPP). TPP is a homelessness prevention program, operating in collaboration with the Housing Court Department of the Massachusetts Trial Court. TPP functions as a neutral party to the landlord and tenant. TPP targets individuals and families; where a disability is present and directly related to the reason for eviction, and priority is given to tenants living in subsidized housing. TPP allows the Housing Court Department the opportunity to offer reasonable accommodation to disabled tenants.

DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

EOEA agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

EXECUTIVE OFFICE OF ELDER AFFAIRS

AUTHORIZING SIGNATURE FOR THE SELLER DEPARTMENT:

X: 
(SIGNATURE OF SELLER DEPARTMENT'S AUTHORIZED SIGNATORY)

DATE: 5/2/05
(DATE MUST BE HANDWRITTEN AT TIME OF SIGNATURE)

NAME: Jennifer Davis Carey

TITLE: Secretary of Elder Affairs

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



ATTACHMENT A - DESCRIPTION OF PERFORMANCE:

Check one: Initial ISA Description of Performance
 Amendment to Description of Performance

Include a statement of purpose; justification for ISA; responsibilities of the parties; any relevant definitions; a schedule of performance or completion dates if applicable; resources to be committed to the ISA and any reporting requirements. Reference to attachments without a narrative description of performance is insufficient. If amending the description of performance, identify what performance is being amended. Attach any supporting documentation and reporting requirements. This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. An electronic copy of this form is available in Policy Memo #306 under Comptroller Policy Memos.

Memorandum of Understanding

Among

Department of Transitional Assistance
Massachusetts Housing Finance Agency
Housing Court Department
Department of Housing and Community Development
Department of Mental Health
Department of Mental Retardation
Department of Public Health
Executive Office of Elder Affairs
Massachusetts Rehabilitation Commission

This Agreement is made by and among the Department of Transitional Assistance (DTA), the Massachusetts Housing Finance Agency (MassHousing), the Housing Court Department (HCD), the Department of Housing and Community Development (DHCD), the Department of Mental Health (DMH), the Department of Mental Retardation (DMR), the Department of Public Health (DPH), the Executive Office of Elder Affairs (EOEA) and the Massachusetts Rehabilitation Commission (MRC).

This Agreement outlines the program commitments made by all parties to support the Tenancy Preservation Program (TPP). TPP is a homelessness prevention program, operating in collaboration with the Housing Court Department of the Massachusetts Trial Court. TPP functions as a neutral party to the landlord and tenant. TPP targets individuals and families, where a disability is present and directly related to the reason for eviction, and priority is given to tenants living in subsidized housing. TPP allows the Housing Court Department the opportunity to offer reasonable accommodation to disabled tenants.

DTA, MassHousing, HCD, DHCD, DMH, DMR, DPH, EOEA and MRC agree as follows:

DTA agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Provide benefits and services to TPP participants, as per agency eligibility and

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



waiting list guidelines;

3. Provide support to TPP through financial and/or other means.

MassHousing agrees to the following:

1. Convene and coordinate the TPP Statewide Steering Committee;
2. Participate as part of the TPP Statewide Steering Committee;
3. Participate as part of the various TPP Local Advisory Committees;
4. Provide support to TPP through financial and/or other means.

HCD agrees to the following:

1. Chair the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide support to TPP through financial and/or other means.

DHCD agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
3. Provide support to TPP through financial and/or other means.

DMH agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

DMR agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

DPH agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

INTERDEPARTMENTAL SERVICE AGREEMENT FORM

MMARS DOCUMENT ID NF STATE AGENCIES 0 2005



EOEA agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

MRC agrees to the following:

1. Participate as part of the TPP Statewide Steering Committee;
2. Participate as part of the various TPP Local Advisory Committees;
3. Provide benefits and services to TPP participants, as per agency eligibility and waiting list guidelines;
4. Provide support to TPP through financial and/or other means.

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY

WESTERN MASSACHUSETTS/BERKSHIRE COUNTY TENANCY PRESERVATION PROGRAM

1 FENN STREET, 4th Floor – PITTSFIELD, MASSACHUSETTS 01201
(413) 443-7138 FAX (413) 443-8137
www.bcrha.com

WESTERN DIVISION OF THE HOUSING COURT REFERRAL FORM

PLEASE ATTACH ANY/ALL LEGAL DOCUMENTS WITH REFERRAL

Referral Agency/Company:	Housing Court	Date of Referral:	
Name of Referral Source:		Docket #:	
Tenant Name:		Phone #:	
Tenant Address:			
Landlord Name:		Phone #:	
Landlord's Attorney:		Phone #:	

TYPE OF HOUSING AT TIME OF REFERRAL:

Project-Based Subsidized Housing Tenant-based Subsidy Private Housing/No Subsidy

TENANT'S PRIMARY LANGUAGE: English Spanish Other:

TYPE OF CASE:

SERVICE COORDINATOR:

Non-Payment Cause No Cause (Amount \$ _____) Foreclosure TRO

NEXT COURT DATE:

For TPP Staff Use Only

- Pending Assessment/Documentation
- Tenant Accepted into Program. Case Opened on:
- Tenant Deemed Ineligible on:
- Tenant Refused Services/Unresponsive on:

Tenancy Preservation Program
1 Fenn Street 4th Floor
Pittsfield, MA. 01201
KBorden@bcrha.com
Jeffp@bcrha.com

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY

1 FENN STREET, 4th Floor – PITTSFIELD, MASSACHUSETTS 01201
(413) 443-7138 FAX (413) 443-8137
www.bcrha.com

WESTERN DIVISION OF THE HOUSING COURT
WESTERN MASSACHUSETTS/HAMPSHIRE, HAMPDEN and FRANKLIN COUNTY
TENANCY PRESERVATION PROGRAM

REFERRAL FORM

PLEASE ATTACH ANY/ALL LEGAL DOCUMENTS WITH REFERRAL

Referral Agency/Company:		Date of Referral:	
Name of Referral Source:		Docket #:	
Tenant Name:		Phone #:	
Tenant Address:			
Landlord Name:		Phone #:	
Landlord's Attorney:		Phone #:	

TYPE OF HOUSING AT TIME OF REFERRAL:

Project-Based Subsidized Housing Tenant-based Subsidy Private Housing/No Subsidy

TENANT'S PRIMARY LANGUAGE: English Spanish Other:

TYPE OF CASE:

Non-Payment Cause No Cause (Amount \$) Foreclosure TRO

NEXT COURT DATE:

For TPP Staff Use Only

- Pending Assessment/Documentation
- Tenant Accepted into Program. Case Opened on:
- Tenant Deemed Ineligible on:
- Tenant Refused Services/Unresponsive on:

Tenancy Preservation Program
425 Union Street BOX 22
West Springfield, MA. 01089
KBorden@bcrha.com
CarmenM@bcrha.com

Tenancy Preservation Project Berkshire County Regional Housing Authority

Jeff Peck, Berkshire County TPP Program Coordinator

1 Fenn St 4th floor Pittsfield, MA 01201

(413) 344-4832 Fax (413) 443-8137

e-mail: jeffreyp@bcrha.com

TPP Referral Form

Referring Agency and Phone#:	Date of Referral:
Tenant Name and Address/Phone:	Landlord Name and Address:
D.O.B. ____ / ____ / ____	Landlord Attny and Ph#:
NOTICE TO QUIT Y or N <input type="checkbox"/> 30 Day <input type="checkbox"/> 14 Day	Tenant Source of Income: Income Amount:
Members of Household, if any: <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Tenancy Risk Factors: <input type="radio"/> Non-payment (#mos arrears ____) <input type="radio"/> Disturbances <input type="radio"/> Sanitary Conditions <input type="radio"/> Neighbor Conflict <input type="radio"/> Destruction of Property <input type="radio"/> Violent behavior <input type="radio"/> Fire/other safety threats <input type="radio"/> Illegal Occupants <input type="radio"/> Hygiene that interferes with others
Qualifying Factors: <input type="radio"/> Developmental Disabilities <input type="radio"/> Substance Abuse <input type="radio"/> Mental Illness <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <u>Is there any funding at your agency available, to your knowledge, that this person may qualify for?</u> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> What fund? _____ </div>	What is the current status of tenancy? _____ Summons and Complaint Served? Y or N Summons and Complaint filed? Y or N Date of Hearing _____ Is landlord willing to preserve tenancy? Y or N Is housing search in order? Y or N Subsidy? Y or N Housing Authority _____

Any other information that would be helpful.

ALL NOTICES TO QUIT MUST BE ATTACHED TO REFERRAL

***If you are an Agency or Housing Authority/Landlord making this referral, please complete the back of this form.**

Referral Addendum for Agency and/or Landlord/Housing Authority Referral

Agency: _____

Current Services in Place, if any: _____

Interventions your agency has used with tenant prior?

Are you willing to continue tenancy/voucher, should Tenancy Preservation be successful in stabilizing current situation? Yes or No

If no, please explain how you believe Tenancy Preservation can assist in situation.

What services will your agency continue to provide or offer to assist TPP in stabilizing situation? _____

Has this tenant requested a Reasonable Accommodation in the past? If so, what accommodations have been made and were they successful at any point in time?

If more appropriate housing is needed or current housing situation cannot be stabilized, are you willing to preserve voucher (if applicable) or can your agency offer any other options for housing? _____

Tenancy Preservation Program Berkshire County Regional Housing Authority

Carmen Morales, Program Coordinator
1 Fenn St 4th floor Pittsfield, MA 01201
(413) 358-5654 Fax (413) 443-8137
e-mail: carmenm@bcrha.com
CC: Kim Borden kborden@bcrha.com

TPP Referral Form

Referring Agency and Phone#:	Date of Referral:
Tenant Name and Address/Phone:	Landlord Name and Address:
D.O.B. ____/____/____	Landlord Attny and Ph#:
NOTICE TO QUIT Y or N € 30 Day € 14 Day	Tenant Source of Income: Income Amount:
Members of Household, if any: <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Tenancy Risk Factors: <input type="radio"/> Non-payment (#mos arrears ____) <input type="radio"/> Disturbances <input type="radio"/> Sanitary Conditions/Hoarding <input type="radio"/> Neighbor Conflict <input type="radio"/> Destruction of Property <input type="radio"/> Violent behavior <input type="radio"/> Fire/other safety threats <input type="radio"/> Illegal Occupants <input type="radio"/> Hygiene that interferes with others
Qualifying Factors: <input type="radio"/> Developmental Disabilities <input type="radio"/> Substance Abuse <input type="radio"/> Mental Illness <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"><u>Is there any funding at your agency available, to your knowledge, that this person may qualify for?</u> € YES € NO € What fund? _____</div>	What is the current status of tenancy? _____ Summons and Complaint Served? Y or N Summons and Complaint filed? Y or N Date of Hearing _____ Is landlord willing to preserve tenancy? Y or N Is housing search in order? Y or N Subsidy? Y or N Housing Authority _____

Any other information that would be helpful.

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***If you are an Agency or Housing Authority/Landlord making this referral, please complete the back of this form.**

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Are you willing to continue tenancy/voucher, should Tenancy Preservation be successful in stabilizing current situation? Yes or No

If no, please explain how you believe Tenancy Preservation can assist in situation.

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Has this tenant requested a Reasonable Accommodation in the past? If so, what accommodations have been made and were they successful at any point in time?

If more appropriate housing is needed or current housing situation cannot be stabilized, are you willing to preserve voucher (if applicable) or can your agency offer any other options for housing? _____

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY
HOUSING SERVICES AND MEDIATION PROGRAM

CONSENT OF RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize the
Berkshire County Regional Housing Authority to receive and/or disclose housing related
information and needs regarding my case with the following agencies or individuals:

MassHealth

I understand that this permission is given pursuant to Section 2 of Chapter 66A of
Massachusetts General Law, the Fair Information Practice Act. This consent
automatically expires one year from date signed or when services are terminated,
whichever occurs first.

(Client Signature) _____ (Date)

*Homeless Prevention and Resolution Services, including Educational and Legal Counseling, Educational Workshops, Mediation
Programs, Housing Search Assistance and Intensive Case Management*

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY (BCRHA)
TENANCY PRESERVATION/Related Services
Authorization for Release of Information
Psychiatric/Clinical Release of Information
Two-Way

Name: _____ **Other Name(s):** _____
Address: _____ **Phone:** _____
Social Security #: _____ **Date of Birth:** _____

I authorize BCRHA to receive and release information from or to the person, agency or facility named below, either verbally or in writing, as indicated in this authorization.

Name: _____ **Attention:** _____ **Phone:** _____
Street: _____ **City/Town:** _____ **State:** _____ **Zip:** _____

BCRHA Contact Information:

Name: **Staff name** Kim Borden /Kevin Cahill **Phone:** 413-443-7138 X218
Tenancy Preservation Coordinator **Fax:** 413-443-8137
Address: 1 Fenn St. 4th Floor
Pittsfield, MA 01201

Requested information:

- Evaluations/Assessment Outcomes
- Recommendations for on-going treatment including treatment and discharge plans, Safety/Crisis plan
- Medications prescribed and/or recommended
- Diagnosis, if applicable

I, _____, request that this release be limited to the following: _____

This information is requested to coordinate care and services for above client for the long term goal of stabilizing housing and preventing homelessness.

Specially Authorized Releases of Information (please initial all that apply)

_____ To the extent that my medical record contains information concerning alcohol or drug treatment that is protected by Federal Regulation 42 CFR, Part 2, I specifically authorize release of such information.

A copy of this authorization shall be considered as valid as the original.

I understand that I have a right to revoke this authorization at any time. I understand that the revocation will not apply to information that has already been released pursuant to this authorization. This authorization will expire (specify a date, time period or an event) _____ or, if nothing is specified, it will expire when I am no longer receiving services from BCRHA. I understand that authorizing the use or disclosure of the information identified above is voluntary. I need not sign this form to receive treatment or services from BCRHA and/or the other named person, facility or agency. However, lack of ability to share or obtain information may prevent BCRHA, and/or the other named person, facility or agency, from providing appropriate and necessary care.

Your Signature or Personal Representative

Date

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY

1 FENN STREET, 4th Floor – PITTSFIELD, MASSACHUSETTS 01201
(413) 443-7138 FAX (413) 443-8137
www.bcrha.com

CONSENT OF RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize the Berkshire County Regional Housing Authority to receive and/or disclose housing related information and needs regarding my case with the following agencies or individuals:

ALL HOUSING AUTHORITIES

ALL PROPERTY MANAGERS

ALL LANDLORDS

Community Legal Aid

Barton's Crossing Shelter

Louison House Shelter

Construct Shelter

Department of Transitional Assistance

Adlib

I understand that this permission is given pursuant to Section 2 of Chapter 66A of Massachusetts General Law, the Fair Information Practice Act. This consent automatically expires one year from date signed or when services are terminated, whichever occurs first.

(Client Signature)

(Date)

Housing & Consumer Education Center · HUD-Approved Housing & Legal Counseling · Dispute Resolution Center
· Consumer Services · Foreclosure Prevention · Tenancy Preservation Programs ·
· Housing Search & Homelessness Prevention Assistance · Youth Services

BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY

1 FENN STREET, 4th Floor - PITTSFIELD, MASSACHUSETTS 01201
(413) 443-7138 FAX (413) 443-8137
www.bcrha.com

Housing & Consumer Education Center · HUD-Approved Housing & Legal Counseling · Dispute Resolution Center
· Consumer Services · Foreclosure Prevention · Tenancy Preservation Programs ·
· Housing Search & Homelessness Prevention Assistance · Youth Services

	1	2	3
Housing	Homeless and/or received summons for eviction	Received 30 or 14 Day Notice to Quit	Household is safe and stable
Employment	No Job	Temporary, seasonal and/or underemployed	Stable Employment
Income	No income or sporadic income	Doesn't have enough income to break even (in the negative)	Income is sufficient. Can meet basic needs
Food	No Food or lacks the means to prepare it	Limited access to appropriate food (Lives in a food desert , budget, geography)	Can meet basic food needs, with or without assistance
Child Care	Can't find child care (none is available/ accessible and / or child is not eligible)	Has child care but is unreliable or unaffordable	Has child care (able to afford it)
Child Rearing	Safety Concerns, DCF has physical custody	DCF involvement	No recent (3 months) or current DCF involvement
Adult Education	Literacy problems, and/or barrier to completing required documentation	Incomplete but not a barrier to documentation, or currently enrolled	Has at least a high school diploma/GED
Health Care Coverage	No medical coverage	Avoids preventive care, co-pay is too expensive, misses and/or cancels appointments	All members of the household have medical coverage and able to afford care
Life Skills	Unable to meet basic needs such as hygiene, food, activities of daily living.	Can meet a few but not all needs of daily living but requires assistance	Able to meet basic needs of daily living without assistance
Family/Social Relations	Lack of necessary support from family and/or friends, in abusive relationship	Some support from family and/or friends; family members acknowledge behaviors	Consistent support from family and/or friends.
Transportation	No access to transportation, public or private or in the case of an emergency	Transportation is available, but unreliable, unpredictable, unaffordable	Transportation is generally accessible to meet basic travel needs.
Legal	Current charged, warrant or not compliance with parole	On parole but compliant, criminal background that limits housing and employment opportunities	Has access to legal assistance if/when needed, not currently involved in the system
Mental Health	Requires immediate medical attention	Experiencing severe difficulty in day-to day life due to mental health issues. Difficulty in finding a therapist, waitlist too long	Symptoms are absent or rare; symptoms are expectable responses to life stressors; no more than everyday problems or concerns-- has a therapist they are seeing on a weekly and/or bi-weekly basis
Substance Abuse	Requires immediate medical attention	Experiencing severe difficulty in day-to day life due substance abuse. Difficulty in finding a therapist, support, unable to identify appropriate support	No drug abuse and /or alcohol abuse in the last 6 months
Safety	Dangerous to self or others; physical surroundings	Current level of safety is minimally adequate; ongoing safety planning is essential	Environment is safe and stable
Conflict Resolution	Seeks out conflict(s)	Doesn't know how to de-escalates or inconsistent of handling of conflict(s)	Avoids and able to de-escalates conflict(s) and/or has a network of support
Other:			

TPP/Related Services Rapid Assessment
Berkshire County Regional Housing Authority
Rapid Assessment to identify needs, service eligibility and/or service gaps

Client Name: _____

Rating	Assistance Area	Actions/Services needed or proposed	Agency Identified	Action Service Initiation Date	Follow up/ Change in Service month	Follow up/ Change in Service month
	Income			/ /		
	Employment			/ /		
	Conflict resolution					
	Food					
	Adult Ed					
	Legal					
	Healthcare					
	Life Skills			/ /		
	Mental Health			/ /		
	Substance Abuse			/ /		
	Family Relations			/ /		
	Transportation			/ /		
	Social Activity			/ /		
	Child Rearing			/ /		
	Child School support					
	Housing Stabilization			/ /		
	Mobility					

Ratings Guide: 1: In Crisis 2: Vulnerable 3: Safe



Berkshire County Regional Housing Authority

1 Fenn St 4th Floor – PITTSFIELD, MASSACHUSETTS 01201
413-443-7138 fax 413-443-8137

TENANCY PRESERVATION PROJECT(TPP) AGREEMENT TO PARTICPATE

The Housing Court and/or _____ referred you to the TPP because you risk losing your housing. This may be related to your disability. The TPP Coordinator will work with you, your landlord and the Housing Court to find out what is happening and how to best help you stay in your housing. If we cannot help you stay in your apartment, we may be able to help you find housing that will work better for you.

TPP services are voluntary. You can decide whether or not you want help from the TPP. If you decide to work with TPP, the Coordinator will do everything possible to help you with your housing problems. If you do not want help from the TPP, the Coordinator will only notify the court that you do not want TPP services.

If you want our help, the TPP Coordinator will help you make a plan for dealing with your housing problems. The Coordinator will:

- Talk with you about problems with your housing;
- Ask you to sign papers so that we can get information from the people and agencies involved in this case, as well as any other people that you and I think I need to talk to;
- Meet with or call your landlord to get his or her side of the story;
- Meet with or call any people you have worked with at different agencies and any legal counsel you are working with to get their input and advice;
- Ask for your help in writing a service plan that can be given to all the people involved in this case so that everyone knows what problems we are working on. This plan may have very personal information in it and the TPP Coordinator will consider whether or not it's appropriate to share this information and will ask you before it's shared;
- Ask you to accept supportive services from agencies that can help you work on problems affecting your housing;
- Ask your landlord to make changes (accommodations) for you when and where it is appropriate;
- TPP will share information about the plan to save your housing. We will also report how you are doing with the plan to the court and to the people involved;
- NOT give other people any sensitive information about you from health care or social service agencies unless required by a court order OR WITH YOUR WRITTEN PERMISSION
- Stay involved for as long as the case is open and sometimes after it's closed to make sure that everyone is doing what they're supposed to do;
- Help you come up with changes to the plan if the plan is not working as well as we hoped.
- Report to the Court if you no longer want to work with TPP or when the case has successfully closed.

By signing this agreement, you understand that TPP works together with the Housing Court and may share confidential information with the Court that is important to resolving this case.

By signing this agreement, you agree to do your best to work with the TPP Coordinator to help you reach the housing goals and personal goals that you have agreed to in your plan.

Signature

Date

Print Name

CENTRAL DIVISION OF THE HOUSING COURT DEPARTMENT

**CENTRAL MASSACHUSETTS/WORCESTER COUNTY
TENANCY PRESERVATION PROGRAM
REFERRAL FORM**

PLEASE ATTACH ANY/ALL LEGAL DOCUMENTS WITH REFERRAL

Referral Agency/Company:	Housing Court	Date of Referral:	
Name of Referral Source:		Docket #:	
Tenant Name:		Phone #:	
Tenant Address:			
Landlord Name:		Phone #:	
Landlord's Attorney:		Phone #:	

TYPE OF HOUSING AT TIME OF REFERRAL:

- Project-Based Subsidized Housing Tenant-based Subsidy Private Housing/No Subsidy

TENANT'S PRIMARY LANGUAGE: English Spanish Other:

TYPE OF CASE:

- Non-Payment (Amount \$) Cause No Cause
 Foreclosure TRO

NEXT COURT DATE:

For TPP Staff Use Only

- Pending Assessment/Documentation
 Tenant Accepted into Program. Case Opened on:
 Tenant Deemed Ineligible on:
 Tenant Refused Services/Unresponsive on:

Tenancy Preservation Program
162 Chandler Street
Worcester, MA 01609
508-438-5656
agarner@communityhealthlink.org

**CENTRAL MASSACHUSETTS/WORCESTER COUNTY
TENANCY PRESERVATION PROGRAM
REFERRAL FORM**

PLEASE ATTACH ANY/ALL LEGAL DOCUMENTS WITH REFERRAL

Referral Agency/Company:		Date of Referral:	
Name of Referral Source:		Docket #:	
Tenant Name:		Phone #:	
Tenant Address:			
Landlord Name:		Phone #:	
Landlord's Attorney:		Phone #:	

TYPE OF HOUSING AT TIME OF REFERRAL:

- Project-Based Subsidized Housing Tenant-based Subsidy Private Housing/No Subsidy

TENANT'S PRIMARY LANGUAGE: English Spanish Other:

TYPE OF CASE:

- Non-Payment (Amount \$) Cause No Cause
 Foreclosure TRO

NEXT COURT DATE:

For TPP Staff Use Only

- Pending Assessment/Documentation
 Tenant Accepted into Program. Case Opened on:
 Tenant Deemed Ineligible on:
 Tenant Refused Services/Unresponsive on:

**CENTRAL MASSACHUSETTS/WORCESTER COUNTY
TENANCY PRESERVATION PROGRAM
INTAKE ASSESSMENT FORM**

Worcester _____ Dudley _____ Leominster _____ Marlborough _____ Upstream _____

Intake Date: _____

Referral Date: _____

Court Docket #: _____

TPP Case ID #: _____

Person Completing Intake: _____

Referral Source: _____

HOUSEHOLD & HOUSING/EVICTION INFORMATION

Name:
Date of Birth:
Social Security #:
Telephone #:
Address:
Landlord Name:
Landlord Telephone #:

1. Tenancy Information:

Monthly Rent: _____ Arrearage to date: _____

2. Monthly Income: Total: \$ _____

a. Source: _____ \$ _____ Received: _____
Household Member: _____

b. Source: _____ \$ _____ Received: _____
Household Member: _____

c. Source: _____ \$ _____ Received: _____
Household Member: _____

d. Source: _____ \$ _____ Received: _____
Household Member: _____

e. Source: _____ \$ _____ Received: _____
Household Member: _____

f. Food Stamps/SNAP: \$ _____ Received: _____

3. Health Insurance:

- MassHealth Medicare MassHealth and Medicare
 One Care Private Insurance Veterans/VA None

a. If yes, name of Insurer: _____

b. Policy #: _____

4. Household Composition:

- Single Adult
 Multiple Adults (no children under 21) # of Adults: _____
 Family w/ children under 21 # of Adults: _____ # of Children: _____

Names, DOB, & SS # of All in Household

Name: _____
DOB: _____ SS#: _____

Name: _____
DOB: _____ SS#: _____

Name: _____
DOB: _____ SS#: _____

Name: _____
DOB: _____ SS#: _____

5. Ethnicity:

- Hispanic/Latino Native Hawaiian/Other Pacific Islander
 American Indian/Alaskan Native Asian Multiracial
 Black/African American White Other

6. **Gender:** Male Female Non-binary

7. **Education:** Highest Level Achieved: _____

8. **Veteran Status:** Yes No

9. **History of Homelessness:** Yes No

Chronic: 4 episodes in the last 3 years totaling longer than 12 months

10. Type of Housing:

Mass Housing

Local Housing Authority: _____

Other Project Based Subsidized Housing

Tenant Based Subsidized Housing

Managed by: _____

Private Housing, no Subsidy

Other

11. Timing of Referral:

Notice of Lease Violation or Private Conference

Notice of Subsidy Termination

Notice to Quit

Summons

In Court

Issuance of Execution

12. Type of tenancy issue(s) – check all that apply:

Non-payment of rent Damage Unsanitary/Hazardous Hoarding

Interfering with Neighbors/Staff Criminal Activity: _____

Foreclosure Condemnation Smoking Other: _____

13. Person(s) alleged to have caused tenancy problem – check all that apply:

- Adult Tenant
- Child Tenant
- Guest
- Other

14. Have you worked with TPP in the past? Yes No

DISABILITY INFORMATION/SERVICES INFORMATION

15. Disability (Head of Household):

Disability (Other Household Member):

- Mental Illness
 - DMH eligible or likely
 - PTSD/Trauma

- Mental Illness
 - DMH eligible or likely
 - PTSD/Trauma

- Substance Use
- Developmental Disability
- Age-related Disability
- Physical Disability
- HIV/AIDS

- Substance Use
- Developmental Disability
- Age-related Disability
- Physical Disability
- HIV/AIDS

Additional Info:

16. Are you under the care of any doctor?

- Yes ____ PCP in the past 3 mos./ ____ in the past 6 mos./ ____ in the past 1+years
- No

If yes:

Doctor (PCP): _____

Telephone #: _____

Place of Practice: _____

Psychiatrist/Therapist: _____

Telephone #: _____

Group Therapy: _____

Medications: _____

17. Have you or anyone in your household been the victim of Intimate Partner Violence?

- Yes No

18. Services received in the past 2 years

- | | |
|---|---------------------------|
| <input type="checkbox"/> SU Treatment | Agency/Worker Name: _____ |
| <input type="checkbox"/> MH Treatment | Agency/Worker Name: _____ |
| <input type="checkbox"/> HIV/AIDS Services | Agency/Worker Name: _____ |
| <input type="checkbox"/> Elder Services | Agency/Worker Name: _____ |
| <input type="checkbox"/> DCF Services | Agency/Worker Name: _____ |
| <input type="checkbox"/> DTA Services | Agency/Worker Name: _____ |
| <input type="checkbox"/> Housing Search/Support | Agency/Worker Name: _____ |
| <input type="checkbox"/> DYS Services | Agency/Worker Name: _____ |
| <input type="checkbox"/> Homemaker Services | Agency/Worker Name: _____ |
| <input type="checkbox"/> Other: _____ | Agency/Worker Name: _____ |

19. Do you have a support system? What is it?

20. Emergency Contact:

21. Additional Notes:

UMASS MEMORIAL HEALTH CARE
**AUTHORIZATION FOR THE DISCLOSURE
 OF PROTECTED HEALTH INFORMATION**

Page 1 of 2

- UMass Memorial Medical Center
- UMass Memorial - Community Healthlink
- UMass Memorial HealthAlliance-Clinton Hospital
- UMass Memorial - Marlborough Hospital
- UMass Memorial Medical Group - Location: _____

PATIENT TO COMPLETE THIS SECTION:

FULL NAME: _____

ADDRESS: _____

BIRTHDATE/AGE: _____

SEX: _____

HAR / CSN ACCOUNT NUMBER : _____

PRINT CLEARLY IN INK OR APPLY PATIENT LABEL

I hereby authorize the entity selected above, its employees, and/or agents, to (SELECT ONE):

- Request & Receive information from the health care provider/organization specified below.
- Release information from the medical record of the above names patient to the recipient specified below.

- Self (see above)
- Health Care Provider (no charge if sent directly to physician's office)
- Organization/Person/Other (Insurance co., lawyer, etc.)

Name: _____
 Street Address: _____ P.O. Box / Suite#: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ Fax: _____ Email: _____

THE PURPOSE OF THE RELEASE OF THIS INFORMATION IS FOR:

<input type="checkbox"/> Appointment with Specialist	<input type="checkbox"/> Attorney/Legal Case	<input type="checkbox"/> Verbal Communications
<input type="checkbox"/> Transferring Care to New Provider	<input type="checkbox"/> Disability/Insurance Application/Claim	<input type="checkbox"/> Personal Use
<input type="checkbox"/> Caregiver	<input type="checkbox"/> OTHER (specify): _____	<input type="checkbox"/> Pre-employment

COPY FEE: Pursuant to HIPAA 45 CFR, 164.524, we reserve the right to charge a reasonable cost-based fee for producing and mailing the copies. At no time will the cost-based fees exceed Massachusetts law (MGL Chapter 111; Section 70).

PLEASE COMPLETE THE INFORMATION BELOW:

Individual Visit(s). Please check either Abstract or Entire Visit Date box. Your release will include an:

- Abstract of Visit Date.** Includes key elements of a specific visit date(s) including: reports, diagnostic testing (labs, x-rays, EKGs, PFTs, medication reconciliation list, allergies and provider's transcribed reports). An abstract contains the most commonly requested information and is less expensive.
- Entire Visit Date.** Includes any and all documentation related to a specific visit date(s). **Please include the date of service.**

Date(s) From: _____ Through: _____

Specific Services. If you wish to receive ONLY copies of specific service(s), please check ONLY the report type(s) that you are requesting and provide the date/range (when the services occurred) on the line below.

Date(s) From: _____ Through: _____

<input type="checkbox"/> Cardiac Studies-Heart	<input type="checkbox"/> Operative/Procedure Report(s)
<input type="checkbox"/> Consultations	<input type="checkbox"/> Pathology Report(s)
<input type="checkbox"/> Discharge Summaries	<input type="checkbox"/> Patient Discharge Care Form(s)
<input type="checkbox"/> Neurological tests: EEG, EMG, Sleep Study	<input type="checkbox"/> Pulmonary Studies: (Lung) Pulmonary Function Tests
<input type="checkbox"/> Emergency Service Records	<input type="checkbox"/> Radiology Reports
<input type="checkbox"/> Immunization Records	<input type="checkbox"/> Rehabilitation: Physical Therapy, Occupational Therapy, Speech Therapy
<input type="checkbox"/> Laboratory Reports (blood tests)	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> Office/Clinic Notes for Dr. _____	<input type="checkbox"/> Other (specify): _____

PROTECTED UNDER STATE OR FEDERAL LAW
 I understand that my health record may include information related to my mental health, alcohol/substance use disorder, sexual assault, sexually transmitted diseases, abortion, genetic testing, HIV/AIDS, domestic violence, or other information I may consider sensitive. **You must check the box next to the types of content below or that information will NOT be released.**

- Abortion - Consent Forms or Court Orders
- Genetic Screening Test Results
- Sexual Assault Counseling
- Domestic Violence Counseling
- HIV/AIDS Test Results
- Sexually Transmitted Diseases
- Details of Mental Health Diagnosis and/or Treatment Provided by a Psychologist, Psychiatrist, Mental Health Clinical Nurse Practitioner, Licensed Mental Health Counselor, and Licensed Social Worker
- Alcohol/Substance Use Disorder; must specify exact nature of information needed: _____
- OTHER (specify): _____



I UNDERSTAND THAT:

- This authorization is voluntary. I do not have to sign to assure treatment unless the sole purpose of treatment is to provide information to a third party (example: employment physical).
- Per the Joint Notice of Information Practices, I have the right to inspect or request copies of my medical records. Arrangements must be made to inspect my medical record on-site; please contact the Health Information Management Department (information below).
- Any disclosure carries the potential for unauthorized re-disclosure. I release UMass Memorial Health Care and its entities from any legal liability that may arise from the disclosure or re-disclosure of this information.
- I have the right to revoke this authorization at any time by presenting a written request to Health Information Management at the address below. Revocation will not apply to information that has already been released in response to this authorization. Revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy.
- My alcohol/substance use disorder records may be protected under the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, 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, and that in any event this consent expires as indicated in the "Expiration of Authorization" section of the form below. (If you do not know whether this is applicable to your records, please contact your provider's office or the Privacy Hotline at 508-334-5551.)

EXPIRATION OF AUTHORIZATION:

Unless otherwise revoked this authorization will expire on the following date, event or condition: _____
 If I fail to specify an expiration date, event or condition, this authorization shall be valid for not more than ninety (90) days from the date of the signature below, except when Federal and/or State regulations specify otherwise. In such situations, the shorter time period shall apply.

Requested Format for Receipt of Medical Records
Copies generally available within 10 business days dependent upon records requested.

<p>PICK-UP</p> <p><input type="checkbox"/> Paper Copies</p> <p>Location: _____</p>	<p>MAIL</p> <p><input type="checkbox"/> Paper Copies <input type="checkbox"/> Email</p>	<p>PATIENT PORTAL*</p> <p><input type="checkbox"/> *When available and only if patient has activated his/her account</p>	<p>VERBAL</p> <p><input type="checkbox"/></p>	<p>FAX</p> <p><input type="checkbox"/></p> <p>Fax: _____</p>
---	---	---	--	---

*If you would like to have someone other than you (the patient) pick up your medical record, please provide their name and relationship:

Name: _____ Relationship: _____

****A Picture ID is Required When Picking Up Copies of Medical Records.****

I have completed all sections of this form. I have read and understand the above statements, and authorize the disclosure of the information requested on the reverse side of this form.

 Signature of Patient/Parent/Legal Representative*

 Printed Name

 Date

Signer's Relationship to Patient: _____

***If signing as a legal representative, also provide appropriate paperwork to support status.**

For questions, please contact the applicable facility below or the medical practice where you receive care.

UMass Memorial Health Care
 C/O Health Information Management
 67 Millbrook Street, Suite 200
 Worcester, MA 01606
 Tel 508-334-5700 opt. 1
 Fax 508-334-9721

UMass Memorial Medical Group
 C/O Community Practices
 367 Plantation Street
 Worcester, MA 01605
 Tel 508-334-1438
 Fax 508-334-1448

UMass Memorial-Community Healthlink
 C/O Compliance Department
 72 Jaques Avenue
 Worcester, MA 01610
 Tel 508-860-1016
 Fax 508-752-1379

****A copy of completed authorization must be given to patient.****



TENANCY PRESERVATION PROGRAM AGREEMENT TO PARTICIPATE

The Tenancy Preservation Program (TPP) of Community Healthlink, Inc., serves as a consultant to the Housing Court Department and is an impartial party in landlord and tenant disputes.

The Housing Court and/or _____ referred you to TPP because you risk losing your housing. This risk may be related to your disability. TPP Staff will work with you, your landlord and the Housing Court to find out what is happening and how to best help you stay in your housing. If TPP Staff cannot help you stay in your apartment, they may be able to help you find housing that will work better for you.

TPP services are voluntary. You can decide whether or not you want to work with TPP. If you decide to work with TPP, Staff will do everything possible to help solve your housing problems that led to the eviction case. If you decide you do not want to work with TPP, the Housing Court may allow the landlord to evict you. If, at any time, you do not want to work with TPP, Staff will inform you that they are notifying the Court and/or your landlord that you do not want TPP services. If this happens, your landlord may ask the Court to hold a hearing or a meeting to figure out what will happen with your eviction case, or the Court may decide on its own to hold a hearing or a meeting. Sometimes, if you stop working with TPP and if you are not getting any services for your disability, the Court may decide that you should be evicted.

If you want TPP's help, Staff will help you make a plan for dealing with your housing problems. TPP Staff will:

- Talk with you about problems with your housing;
- Ask you to sign papers so that TPP Staff can get information from the people and agencies involved in this case, including your landlord, as well as any other people that you and TPP Staff think they need to talk to (your therapist or physician, for example);
- Meet with or call your landlord to get his or her side of the story;
- Meet with or call any people you have worked with at different agencies, including your therapist or physician, and any legal counsel you are working with to get their input and advice;
- Write a service plan that can be given to all the people involved in this case so that everyone knows what problems TPP Staff are working on with you. This plan may have very personal information in it and TPP Staff will consider whether or not it's appropriate to share this information and will ask you before it's shared;
- Recommend supportive services from agencies that can help you work on problems affecting your housing;
- Recommend changes (accommodations) by the landlord when and where it is appropriate;
- Share information about the plan to save your housing. TPP Staff will also report how you are doing with the plan to the court and landlord;
- NOT give other people any sensitive information about you from health care or social service agencies unless required by a court order OR WITH YOUR WRITTEN PERMISSION;
- Help you come up with changes to the plan if the plan is not working as well as hoped;

By signing this agreement, you understand that TPP will communicate with the Court and/or the landlord regarding your involvement with TPP. TPP Staff will provide information regarding the service plan that was set up to try to save your housing and will also provide information about your participation with the plan. TPP Staff may be ordered by a judge to testify and provide this information in open court. TPP Staff may also share, with your signed consent or under Court order, confidential information with the Court that is important to resolving this eviction case.

By signing this agreement, you agree to do your best to work with TPP Staff to help you reach the agreed upon goals in your service plan.

Print Name

Signature

Date

**CENTRAL MASSACHUSETTS/WORCESTER COUNTY
TENANCY PRESERVATION PROGRAM
NEEDS ASSESSMENT/SERVICE PLAN**

Client Name: _____ TPP Case #: _____ Docket #: _____

Rating	Assistance Area	Actions/Services needed or proposed	Agency Identified	Action Service Initiation Date	Follow up/Change in Service	Follow up/Change in Service
	Income					
	Employment					
	Conflict Resolution					
	Food					
	Adult Ed					
	Legal					
	Healthcare					
	Life Skills					
	Mental Health					
	Substance Abuse					
	Family Relations					
	Transportation					
	Social Activity					
	Child Rearing					
	Child School Support					
	Housing Stabilization					
	Mobility					

Ratings Guide	1=in crisis	2=vulnerable	3=safe	4=building capacity	5=empowered
---------------	-------------	--------------	--------	---------------------	-------------

Case Manager/Housing Specialist: _____



162 Chandler Street
Worcester, MA 01609
Tel: (508) 438-5656
Fax: (508) 860-1046

**CENTRAL MASSACHUSETTS/WORCESTER COUNTY
TENANCY PRESERVATION PROGRAM
CASE NOTE**

Case Consult

Consult: Reason Not Eligible

Referral Source:	Docket #:
Tenant Name:	Phone #:
Tenant Address:	
Tenant Email Address:	
Landlord Attorney:	Phone #:
Landlord/Property Manager:	Phone #:
Date of Referral: Date of First Contact:	Method of Contact: <input type="checkbox"/> In Person <input type="checkbox"/> Phone <input type="checkbox"/> Zoom

Income: _____ Rent: _____ Arrears: _____
Disability: _____
Reason for Eviction: _____
Household Composition: _____
Current Case Manager/Services: _____
 DCF DDS DHCD DMH Elder/Protective Military Health/Medical

Notes: _____

Referrals Made (number all referrals made by priority):
 Financial Assistance Legal Services Housing Provider Health Insurance Care Coordinator
 Health/MH Services Domestic/Sexual Violence Services Elder Services Protective Services
 Disabled Person Protection ILC-Peer Support Veterans Employment Homeless Shelter
 Housing Search Other: _____



TO: CENTRAL DIVISION HOUSING COURT

FROM: STAFF NAME, TPP

DATE:

RE: CLIENT NAME, DOCKET #

Date Referred:

Date Intake Completed:

Case Status: (Complying with Service Plan/Not Complying with Service Plan/Developing Service Plan)

Recommendations: (Example: Case would benefit from a 2-week continuance for tenant's rep-payee to begin making payments)

A TPP representative is available in Housing Court on the following days:

Dudley

Monday, 2 pm
279 West Main Street
Dudley, MA 01571

Worcester

Tuesday and Thursday
9 am & 2 pm
225 Main Street
Worcester, MA 01608

Leominster

Friday, 9 am
25 School Street
Leominster, MA 01453

Marlborough

Tuesday, 9 am
45 Williams Street
Marlborough, MA 01752

To contact TPP directly:

Amy Garner
TPP Director
(508) 438-5656

Community Healthlink (CHL) provides comprehensive behavioral health, addiction, and homeless services throughout Central Massachusetts for people of all ages, including: adult and child outpatient mental health treatment; primary care for adult outpatient mental health clients; round-the-clock emergency mental health evaluation and services; rehabilitation services for adults with serious mental illness; substance abuse treatment services, including inpatient programs, residential recovery treatment, and outpatient counseling; homeless services, including primary care, behavioral health, and case management; and geriatric behavioral health consultation services.

Visit www.communityhealthlink.org.

The Tenancy Preservation Project is made possible with funding from MassHousing, federal and state agencies, and private foundations.



Community Healthlink complies with applicable Federal and Massachusetts civil rights laws and does not discriminate on the basis of race, color, national origin, citizenship, alienage, religion, creed, sex, sexual orientation, gender identity, age, or disability.

Español (Spanish)- ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al (508) 438-5656.

Português (Portuguese); ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para (508) 438-5656.

Tenancy Preservation Program



A homelessness prevention program of Community Healthlink's Homeless Outreach & Advocacy Project (HOAP)



UMassMemorial
Community Healthlink

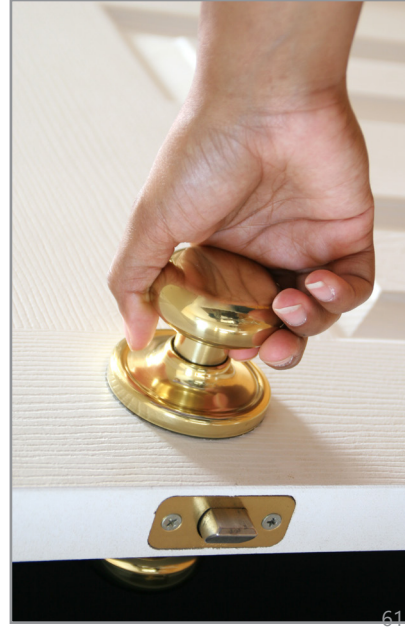
Tenancy Preservation Program

The Tenancy Preservation Program (TPP) works with tenants who are facing eviction.

The reason for the eviction must be related to a disability (e.g., mental illness, physical and developmental impairments, substance abuse and aging-related impairments).

The program functions as a neutral party to the landlord and tenant. In consultation with the Housing Courts of Central Massachusetts, TPP works with property owner and tenant to determine whether the disability can be reasonably accommodated.

TPP specialists are able to help vulnerable clients stabilize tenancies and secure services or other assistance, which may enable a tenancy to be preserved. Consultation services are provided to tenants, landlords, and community agencies.



TPP Eligibility Criteria

- Tenant at imminent risk of eviction
- Tenant must have been served a Notice to Quit by his/her landlord
- Eviction is a result of behavior related to a disability in the household

Once a Referral is Made

The tenant is assessed to ensure that he/she meets the eligibility criteria.

A treatment plan is developed with the tenant, including a determination of referrals to be made to service providers.

TPP staff work to establish new services for the tenant and interact with all service providers to stabilize the tenant's housing situation.

If there is a waitlist, tenants with subsidies are prioritized.

Once eviction is no longer a concern and the tenant is connected to other services in the community, TPP will close the case.



Assessment and Referral

TPP clinicians are able to:

- Assess the reasons for the eviction,
- Identify needed services,
- Develop a treatment plan to maintain the tenancy, and
- Monitor the case for as long as is necessary.

TPP makes regular reports to all parties involved in the case, i.e., the Court, property owner, and tenant. Though not a housing search program, if the tenancy cannot be preserved, TPP coordinates the tenant's referrals to appropriate resources, preventing homelessness whenever possible.

TPP Features:

- Intervention strategies combined with intensive support to prevent homelessness of persons with disabilities;
- Readily available clinical expertise to the housing court; and
- Ongoing work groups with relevant stakeholders to ensure support and value of the TPP.



UMassMemorial
Community Healthlink

	TPP	EDI	Why not a case	Referrals made
Case				
Consult				
Assessment				

Today's Date	NTQ/SP Date	Docket #
--------------	-------------	----------

Name of Referral	Referral Agency/Company
Phone #	Address

Tenant Name	Tenant Phone #
Tenant Address	Rent: Monthly Income: Income Sources:
DOB	HOH Yes No
Tenant Email:	
Total Household Members	#Adults #Children

Landlord Name	Phone #
Landlord Address	
Landlord Attorney	

Type of housing @ time of referral

Identify the subsidy source

Public Housing	Project Based	Tenant Based	Market Rate	Other

Reason for eviction? No Fault: Non-Payment: Cause	Amount owed if arrearage?
Under 80% AMI?	
Allergies? No Yes: if Yes, what and severity	
"Are you in a dangerous situation?" No Yes	

Notes

Is the eviction directly related to a disability struggle? Yes No

If yes, which household member has a disability?

******What is the documentation of the disability?**

How is the disability impacting housing stability?

What actions can be taken to resolve the eviction issue?

List current providers

Each household member needs the following information collected.

ETO/HMIS Information

		Refuse Answer
Name 1		
DOB		
Race		
Hispanic/Latino		
Primary Language		
Veteran		
Gender		
DV- History or Current?		
Health Insurance/MH#		
Homeless Hx /Chronic?		

	Yes	No	Doesn't Know	Refuse Answer	Long Term? Y/N
Physical Disability					
Developmental Disability					
Chronic Health Issue					
HIV/AIDS					
Mental Health					
Substance Abuse					
Disabling Condition	Always yes because have one of above issues				

		Refuse Answer
Name 2		
DOB		
Race		
Hispanic/Latino		
Primary Language		
Veteran		
Gender		
DV- History or Current?		
Health Insurance		

	Yes	No	Doesn't Know	Refuse Answer	Long Term? Y/N
Physical Disability					
Developmental Disability					
Chronic Health Issue					
HIV/AIDS					
Mental Health					
Substance Abuse					
Disabling Condition					

		Refuse Answer
Name 3		
DOB		
Race		
Hispanic/Latino		
Primary Language		
Veteran		
Gender		
DV- History or Current?		
Health Insurance		

	Yes	No	Doesn't Know	Refuse Answer	Long Term? Y/N
Physical Disability					
Developmental Disability					
Chronic Health Issue					
HIV/AIDS					
Mental Health					
Substance Abuse					
Disabling Condition					

		Refuse Answer
Name 4		

DOB		
Race		
Hispanic/Latino		
Primary Language		
Veteran		
Gender		
DV- History or Current?		
Health Insurance		

	Yes	No	Doesn't Know	Refuse Answer	Long Term? Y/N
Physical Disability					
Developmental Disability					
Chronic Health Issue					
HIV/AIDS					
Mental Health					
Substance Abuse					
Disabling Condition					

					Refuse Answer
Name 5					
DOB					
Race					
Hispanic/Latino					
Primary Language					
Veteran					
Gender					
DV- History or Current?					
Health Insurance					

	Yes	No	Doesn't Know	Refuse Answer	Long Term? Y/N
Physical Disability					
Developmental Disability					
Chronic Health Issue					
HIV/AIDS					
Mental Health					
Substance Abuse					
Disabling Condition					

Eliot Community Human Services

TENANCY PRESERVATION PROGRAM **AGREEMENT TO PARTICIPATE**

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The Housing Court and/or _____ referred you to TPP because you risk losing your housing. This risk may be related to your disability. TPP Staff will work with you, your landlord and the Housing Court to find out what is happening and how to best help you stay in your housing. If TPP Staff cannot help you stay in your apartment, they may be able to help you find housing that will work better for you.

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- Talk with you about problems with your housing;
- Ask you to sign papers so that TPP Staff can get information from the people and agencies involved in this case, including your landlord, as well as any other people that you and TPP Staff think they need to talk to (your therapist or physician, for example);
- Meet with or call your landlord to get his or her side of the story;
- Meet with or call any people you have worked with at different agencies, including your therapist or physician, and any legal counsel you are working with to get their input and advice;
- Write a service plan that can be given to all the people involved in this case so that everyone knows what problems TPP Staff are working on with you. This plan may have very personal information in it and TPP Staff will consider whether or not it's appropriate to share this information and will ask you before it's shared;

- Recommend supportive services from agencies that can help you work on problems affecting your housing;
- Recommend changes (accommodations) by the landlord when and where it is appropriate;
- Share information about the plan to save your housing. TPP Staff will also report how you are doing with the plan to the court and landlord;
- NOT give other people any sensitive information about you from health care or social service agencies unless required by a court order OR WITH YOUR WRITTEN PERMISSION;
- Help you come up with changes to the plan if the plan is not working as well as hoped;

By signing this agreement, you understand that TPP will communicate with the Court and/or the landlord regarding your involvement with TPP. TPP Staff will provide information regarding the service plan that was set up to try to save your housing and will also provide information about your participation with the plan. TPP Staff may be ordered by a judge to testify and provide this information in open court. TPP Staff may also share, with your signed consent or under Court order, confidential information with the Court that is important to resolving this eviction case.

By signing this agreement, you agree to do your best to work with TPP Staff to help you reach the agreed upon goals in your service plan.

Print Name

Signature

Date

TPP-ACTION PLAN

Client- _____

SERVICE COMPONENT-choices					
Employment: Education: Life Skills: Housing: Physical Health: Behavioral Health: Social and Recreational: Legal: Substance Use/Abuse: Food Security: Budgeting/Financial Support: Communication with Landlords: Other-Not Listed					
GOAL	SERVICE COMPONENT	What will you do to get there? This may include multiple steps or objectives.	Are there skills or resources you need? These may be different for each step or objective	What will staff do to help you get there?	Are there other people who can support you?

Client-Date	Eliot Staff-Date

**Eliot Community Human Services
Tenancy Preservation Program
Northeast Housing Court**

Northeast Housing Court
Lawrence/Lynn/Salem/Lowell/Woburn- Session
Docket No.

Plaintiff

-v-

Defendant

NOTICE OF TENANCY PRESERVATION ELIGIBILITY

The above case was referred to the Tenancy Preservation Program on _____, 20__.

It has been determined that:

- The tenant is eligible for TPP.
- The tenant is not eligible for TPP.
- TPP will consult on this case.
- TPP is still in the process of determining eligibility.
- TPP has been unable to determine eligibility and will not be taking any further action at this time.

Any questions regarding this determination should be directed towards the Tenancy Preservation Program at xxx-xxx-xxxx.

NAME
Tenancy Preservation Program

Date: _____
Cc:

Submit to: NEHS-document-submission northeasthousingcourt@jud.state.ma.us

AUTHORIZATION FOR THE USE OR DISCLOSURE OF INFORMATION

Eliot Community Human Services Inc.

CLIENT NAME: _____ DATE OF BIRTH: _____ DATE ___ / ___ / _____

By signing this Authorization for the Use or Disclosure of Information, I authorize Eliot Community Human Services, Inc. to receive and release information from or to the person or organization named below, either verbally or in writing:

Organization/Individual:

Address: _____ (Fax#) _____ (Phone) _____

For requests related to alcohol or drug abuse records, is the recipient a treating provider or third party payer? Yes No

Eliot Program: _____

Address _____ (Fax#) _____ (Phone) _____

INFORMATION TO BE USED/DISCLOSED

<input type="checkbox"/> The entire clinical/medical record (all information)	<input type="checkbox"/> All information in my clinical/medical record related to services provided to me by the following provider/staff:
<input type="checkbox"/> Only services from _____ to _____	_____
<input type="checkbox"/> All information in my clinical/medical record related to services provided to me in the following program(s): _____	<input type="checkbox"/> Other (describe as specifically as possible): _____

INFORMATION REQUIRING SPECIFIC AUTHORIZATION

I understand that my records are protected under state and federal law and cannot be disclosed without my written consent except as otherwise specifically provided by law. Further, I understand that if my records involve alcohol or drug abuse, they are also protected under Federal Regulation 42 CFR Part 2. If I have indicated above that my alcohol or drug abuse records may be generally disclosed to entities that are not my treating provider(s) or third party payer, I understand that I may request a list of entities to whom my information has been disclosed. I also understand that disclosure of HIV/AIDS or Genetic Testing related information may be restricted by me. I understand the above and voluntarily consent to disclosure of my confidential health care information regarding alcohol and drug abuse records, HIV/AIDS and/or Genetic Testing to those persons/agencies named above, by initialing the boxes below. *(I understand that **if I do not initial a category below, the information related to that category will not be released.**)*

_____ HIV/AIDS _____ Alcohol or Drug Abuse _____ Genetic Information

PURPOSE(S) OF USE/DISCLOSURE

<input type="checkbox"/> Continuing care/treatment	<input type="checkbox"/> My personal records	<input type="checkbox"/> Sharing with other providers/coordination of care
<input type="checkbox"/> Legal matter		<input type="checkbox"/> Insurance (such as health, life, or disability insurance)

I wish to have the information released in the following format(s): Verbal ___ Written via Mail ___ Fax ___ Electronic ___

AUTHORIZATION

I have read and understand the terms of this Authorization and agree that:

1. With my signature, the protected health information ("PHI") specified above will be released to the recipient designated above.
2. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure by the recipient and the information may not be protected by federal confidentiality rules.
3. I may refuse to sign this Authorization and that my refusal to sign will not affect my ability to obtain treatment from Eliot except when: (i) my refusal may limit Eliot's ability to provide safe and effective care; (ii) I am receiving research-related treatment, or (iii) I am receiving health care solely for the purpose of creating information for disclosure to a third party. If any of these excepts apply, my refusal to sign an authorization may result in my not obtaining treatment from Eliot.
4. I understand that I may revoke this authorization at any time, except that the revocation will not have any effect on any action taken by Eliot prior to receipt of my written notice of revocation. I may revoke this authorization by writing to Eliot Community Human Services, Inc., Attn: Compliance Officer, 125 Hartwell Ave, Lexington MA 02420.

This authorization will automatically expire one (1) year from the date it is signed, unless otherwise indicated here: _____

Signature of Client or Legal Representative

Print Name

Relationship if signed by Legal Representative

Date

ECHS6

Tenant Name:

Docket #:

Date:

**TENANCY PRESERVATION PROGRAM
Service Discontinuation Notice**

Case management services as provided by the Tenancy Preservation Program (TPP) of Eliot Community Human Services will be discontinued effective on _____. The reason for this discontinuation of services will be found below.

TPP staff explained to the tenant that s/he was referred to this program by _____, to address issues that have caused housing instability.

As noted in the TENANCY PRESERVATION PROGRAM AGREEMENT TO PARTICIPATE, TPP Staff will inform all parties of this discontinuation of services.

Reason for discontinuation of services:

- Treatment plan goals have been met; services are in place and/or the tenancy is stabilized
- Tenant and/or TPP Staff have closed the case prior to meeting treatment plan goals.
- Other: _____

Any questions regarding this notice should be directed to the Tenancy Preservation Program at:

Heather Abrams, LICSW	978-790-0519
Miriam Greenburg, LICSW	781-879-8208
Tara Morgan, LCSW	781-357-7801
Casey Rich	781-879-8543
Kaitlyn Milone, LCSW	781-879-2511
Patrick Cliffe, MA	339-223-6330
Ivy McCall, MSW	781- 879-8592
Kathleen Turner, LICSW, MPH	781-879-2236

TPP Staff

Date

Eliot Community Human Services
Tenancy Preservation Program
Northeast Housing Court
Resolution Form

(To be completed **after** Court Decision, Management Withdrawal of Eviction Proceedings or Voluntary Move-out)

Name: _____ **Closed Date:** _____

Outcome of Case (check appropriate box)

- Current Housing preserved; i.e. client remains in current housing
 - Eviction Denied (no cause found)
 - Stabilized, completed court supervision
 - Stabilized, closed before dismissal of court case
 - No court case filed
- Moved to other setting, with increased services
 - homelessness prevented, more appropriate hsg; e.g. group home, supp hsg program,
 - homelessness prevented, institution; e.g. inpatient facility, detox, nursing home
 - homelessness prevented, family/friends; and connected with appropriate services
- Refused services/defaulted- disposition unclear, refused Tx plan w/ appropriate services
- Evicted
 - homeless w/ Tx plan, shelter; connected to appropriate services
 - homeless w/ Tx plan, street; e.g. park, car, etc.
 - outcome unknown (disposition unclear, withdrawn)

Services in place at opening of Tenancy Preservation Program case

	Household Member	Name of Provider/ Type of Service/
1		
2		
3		
4		
5		
6		
7		

Services in place at closing of Tenancy Preservation Program case

	Household Member	Name of Provider/ Type of Service/
1		
2		
3		
4		
5		
6		
7		

Date Form Completed: _____ / _____ / _____

Form Completed by: _____

Tenancy Preservation Program

TABLE OF CONTENTS

One:

- Referral Intake**
- Client Demographic Sheet**
- Initial Assessment**

Two:

- Agreement to Participate**
- Releases of information/HMIS Release**

Three:

- Summary Process/Writ**
- Lease/Lease Addendum**
- De-Lead Certificate** (required for children under 6, and buildings older than 1978)

Four:

- Service Plan**
- Correspondence with housing authority or other community service providers and client** (medical papers, rep payee forms, etc.)
- Proof of Income**
- Program Rules and Grievance Policy**

Five:

- Progress Notes**

Top Page of Closed File:

- Service Discontinuation Notice**
- Court Referral Sheet(s)**

REFERRAL INTAKE

Access Consult: _____
 Access Open: _____
 ETO Pending: _____
 ETO Open: _____
 ETO Closed: _____
 Reason: _____

Date: _____ **HMIS#** _____

Client: _____ **Phone:** _____

Address: _____ **City:** _____ **Zip Code** _____

Email Address: _____ **Client Attorney & #** _____

Referral Method: _____ **Referral Source:** _____

Information:

Reason for eviction: _____
NTQ/Court Date: _____

Landlord: _____ **Phone#** _____
Email: _____

L.L Attorney: _____ **Phone#** _____
Email: _____

Income: _____ **DOB** _____

Rent: _____ **Disability:** _____

Food Stamps: _____ **Veteran:** _____

Soc Sec # _____ **Race/Ethnicity** _____

Ins. Type: _____ **MH#** _____

Raft/when: _____ **HomeBASE/When:** _____

Individual Family DV/Sex Assault # of Children _____ Ages _____

NOTES:

Name	HMIS #	Relation-M/F	DOB	SS#

ACTION TAKEN:

CLIENT DEMOGRAPHICS SHEET

Name	
Address	
Phone #	
SS #	
DOB:	
Veteran Status	
Emergency Contact:	
Children:	
Family:	
Landlord:	
Mental Health Providers	
Other Service Provider	
Other Service Provider	
Other Service Provider	

**TENANCY PRESERVATION PROGRAM
INITIAL ASSESSMENT**

Client: _____

DOB: ___/___/___ **SS#:** ___-___-___ **Race:** _____
Language: _____ **Veteran:** _____ **Male or Female (Circle)**

Referral Source: _____ **Reason for Referral:** _____

1. Housing

Type of Housing:

- **MHFA Housing**
- **Housing Authority Project:** _____
- **Other project based subsidized housing:** _____
- **Private housing with State or Federal Tenant-based subsidy**
- **Private housing, no subsidy**

Number of occupants in the unit: _____

Type Tenancy Problem(s)—Check all that are applicable

- **Non-payment of rent**
- **Unit/Common Area damaged**
- **Unsanitary/hazardous condition of unit**
- **Interfering with rights of neighbors**
- **Criminal Activities effecting housing (specify):**
 - **Illegal drugs**
 - **Violence**
 - **Prostitution**
 - **Other (Specify)** _____
- **Foreclosure**
- **Condemnation**
- **Other (Specify)** _____

Prior Homelessness

- **Yes** **No**
- **If yes, Number homeless episodes** _____
- **Ending date of most recent homeless episode**
 - **Within past year** **12-24 months** **2+ years**
- **Duration of most recent homeless episode**
 - **Less than 12 months** **More than 12 months**
- **Did resident receive Housing Search/Tenancy Support Services in accessing this housing?**
 - Yes, Name of Organization** _____

Other Information on Homeless Episodes:

2. Financial Issues

Source of Income at time of referral

- TANF (Welfare)
- SSI, SSDI, Veteran Funding
- Employment
- Other (specify) _____
- Food Stamps: \$ _____

Amount of Income: _____

Is this client EA eligible: Yes No

Bills

- Electric Company: _____
 - Included in rent
 - Payment is current
 - Client applied for reduced rate
 - Client owes money, total due _____
- Gas Company: _____
 - Included in rent
 - Payment is current
 - Client applied for reduced rate
 - Client owes money, total due _____
- Phone Company: _____
 - No phone
 - Payment is current
 - Client applied for reduced rate
 - Client owes money, total due _____
 - Other bills owed by client: _____

3. Health

Medical Insurance at time of referral

- None
- Medicaid/Mass Health
- Medicare
- Other (specify) _____

Health Care Provider: _____

Physical Conditions/Disabilities and Medication:

4. Mental Health

Mental Health Concerns:

Medication, treatment, hospitalizations:

5. Substance Abuse: Yes No

6. Education

Last grade completed _____ **Special Certifications** _____

7. Family

Name	Relation	DOB	SS#	Race/Ethnicity	MassHealth #

1. DCF Status

- Prior but no current DCF involvement at time of referral
- Current DCF involvement at time of referral
- Referral made to DCF
- No DCF involvement prior to or during TPP status

2. Juvenile Justice Status

- None
- Prior but no current court or DYS involvement
- Current court or DYS involvement

Healthcare Provider: _____

8. What referrals will be made for children/family/occupants?

HMIS Input Date : _____ **Case Manager:** _____

TENANCY PRESERVATION PROGRAM AGREEMENT TO PARTICIPATE

The Tenancy Preservation Program (TPP) serves as a consultant to the Housing Court Department and is an impartial party in landlord and tenant disputes.

The Housing Court and/or _____ referred you to TPP because you risk losing your housing. This risk may be related to your disability. TPP Staff will work with you, your landlord and the Housing Court to find out what is happening and how to best help you stay in your housing. If TPP Staff cannot help you stay in your apartment, they may be able to help you find housing that will work better for you.

TPP services are voluntary. You can decide whether or not you want to work with TPP. If you decide to work with TPP, Staff will do everything possible to help solve your housing problems that led to the eviction case. If you decide you do not want to work with TPP, the Housing Court may allow the landlord to evict you. If, at any time, you do not want to work with TPP, Staff will inform you that they are notifying the Court and/or your landlord that you do not want TPP services. If this happens, your landlord may ask the Court to hold a hearing or a meeting to figure out what will happen with your eviction case, or the Court may decide on its own to hold a hearing or a meeting. Sometimes, if you stop working with TPP and if you are not getting any services for your disability, the Court may decide that you should be evicted.

If you want TPP's help, Staff will help you make a plan for dealing with your housing problems. TPP Staff will:

- Talk with you about problems with your housing;
- Ask you to sign papers so that TPP Staff can get information from the people and agencies involved in this case, including your landlord, as well as any other people that you and TPP Staff think they need to talk to (your therapist or physician, for example);
- Meet with or call your landlord to get his or her side of the story;
- Meet with or call any people you have worked with at different agencies, including your therapist or physician, and any legal counsel you are working with to get their input and advice;
- Write a service plan that can be given to all the people involved in this case so that everyone knows what problems TPP Staff are working on with you. This plan may have very personal information in it and TPP Staff will consider whether or not it's appropriate to share this information and will ask you before it's shared;
- Recommend supportive services from agencies that can help you work on problems affecting your housing;
- Recommend changes (accommodations) by the landlord when and where it is appropriate;
- Share information about the plan to save your housing. TPP Staff will also report how you are doing with the plan to the court and landlord;
- NOT give other people any sensitive information about you from health care or social service agencies unless required by a court order OR WITH YOUR WRITTEN PERMISSION;
- Help you come up with changes to the plan if the plan is not working as well as hoped;

By signing this agreement, you understand that TPP will communicate with the Court and/or the landlord regarding your involvement with TPP. TPP Staff will provide information regarding the service plan that was set up to try to save your housing and will also provide information about your participation with the plan. TPP Staff may be ordered by a judge to testify and provide this information in open court. TPP Staff may also share, with your signed consent or under Court order, confidential information with the Court that is important to resolving this eviction case.

By signing this agreement, you agree to do your best to work with TPP Staff to help you reach the agreed upon goals in your service plan.

Print Name

Signature

Date



RELEASE OF LIABILITY

For and in consideration of services, including but not limited to the provision of shelter, received from the Father Bills & MainSpring, Inc., a Massachusetts Charitable Corporation, the receipt and sufficiency of which is hereby acknowledged, I, _____, on behalf of myself and my Heirs, Executors, Administrators and Assigns, hereby remise, release and forever discharge the said Father Bills & MainSpring, Inc. its members, volunteers, employees, agents and assignees from all debts, demands, actions, causes of action, suits, promises, omissions, damages and liabilities both in law and in equity which against the said Father Bills & MainSpring, Inc. the said _____ now have, ever had, or will have from the beginning of the world to the date of termination of services to me.

Date Participant Signature

IN WITNESS WHEREOF, the said [participant name] _____ has unto set his hand and seal on [Date] _____

Signed and sealed in the Presence of: [case manager signature] _____

AUTHORIZATION FOR THE RELEASE OF INFORMATION

I, _____, on behalf of myself and my Heirs, Executors, Administrators and Assigns, hereby authorize Father Bills & MainSpring, Inc., hereinafter, "FBMS", and its respective Officers, Agents, Employees, Attorneys and Representatives to disseminate information contained in my client records maintained by FBMS to third parties reasonably required to have such information as a result of providing services or administrative facilities relating to provisions of shelter and housing, including the Homeless Management Information System (HMIS).

Third parties may disseminate the protected information only as reasonably necessary for providing services or administrative facilities relating to provisions of shelter and housing for the Participant, but for no other purpose without further authorization from both the Participant and FBMS.

I understand I am not required by law to consent to release this information, but choose to do so willingly and voluntarily. I understand I may revoke consent at any time except to the extent action has been taken in reliance of my consent.

Date Participant Signature

IN WITNESS WHEREOF, the said [participant name] _____ has unto set his hand and seal this _____ Day of _____ in the year _____.

Signed and sealed in the Presence of: [case manager signature] _____



Tenancy Preservation Program
534 New State Hwy Suite 5
Raynham, MA 02767

Authorization for Release of Information

I, _____ understand that the staff at TPP may need to be in contact with personnel at other agencies in order to coordinate the services necessary to assist in preserving my tenancy. I authorize staff at TPP to exchange only such information as is necessary to assist in preserving my tenancy.

I give my permission for TPP to contact _____ and exchange pertinent information. I also give permission for _____ to release information to TPP.

Client's Signature

Date

Staff Signature

Date



CERTIFICATION OF NO INCOME OF A FAMILY MEMBER

Name of Family Member Certifying

I hereby certify that I am not currently employed and I do not receive any other income from any other source. I agree to report any income received should I receive income while enrolled in this program. I understand that future income reported could impact the program eligibility of my family.

Signed Under the Pains and Penalties of Perjury,

Signature

Date

Print Name

Relationship to participant

**Tenancy Preservation Program
Program Rules and Grievance Policy**

You are receiving Homelessness Prevention services that are in part funded by Emergency Solutions Grant (ESG) funding. This means you have met the eligibility for these services and this eligibility includes: your household income is below 30% of the Area Median Income and you report that you lack the resources and/or support network to assist you in not becoming homeless if you lose your current housing.

We strive to always treat you with respect and consideration. Any suggestions or recommendations we make will be with the intention of helping to stabilize your housing situation. Your case will be closed if we agree that you have met the goal and objectives in your Housing Stabilization/Program Treatment Plan or if you stop participating. You will be notified prior to this so that you may discuss or grieve the decision. When your case is closed you may still contact staff and/or to schedule a time to meet with staff.

Program Rules

Once enrolled, in order to remain enrolled in the current services you agree to:

- Participate in housing stability case management not less than once per month while enrolled in the program.
- Inform staff if you have any changes to your income or housing and assist staff with obtaining ESG required documentation of income or housing status.
- Inform staff if you no longer agree or want to continue working on the goal and objectives as listed in your Housing Stabilization/Program Treatment Plan.
- Participate in a re-evaluation of your eligibility for these services not less than once every three months while you are enrolled in the program.

Grievances

It is hoped that staff can effectively resolve any situations to the satisfaction of those with a grievance or complaint regarding the program, however, should a situation arise which cannot be resolved by program staff, the following procedure shall be followed:

1. The individual presents the grievance to the Regional Coordinator. The Regional Coordinator will respond within five days.
2. If resolution is determined to be unsatisfactory by the individual than he/she presents the grievance to the Program Manager. The Program Manager will respond within five days.
3. If resolution continues to be unsatisfactory, then the individual or designee presents the grievance to the Housing Director who will respond within five days.

Please sign here that you have had the information on this sheet explained to you:

Name

Date

Signature

Date

**Tenancy Preservation Program
SERVICE PLAN**

Client Name: _____

Regional Coordinator: _____

	Assistance Area	Actions/Services needed or proposed	Referred to: (agency)		Follow up/ Change in Service (midway) _____ month	Follow up/ Change in Service (before close) _____ month
<input type="checkbox"/>	Nonpayment/ arrears					
<input type="checkbox"/>	Lease violations					
<input type="checkbox"/>	Conflict / Behavioral			/ /		
<input type="checkbox"/>	SNAP Benefits/Food Card			/ /		
<input type="checkbox"/>	Legal			/ /		
<input type="checkbox"/>	Healthcare PCP / Insurance			/ /		
<input type="checkbox"/>	Mental Health					
<input type="checkbox"/>	Substance Abuse			/ /		
<input type="checkbox"/>	Transportation / PT1			/ /		
<input type="checkbox"/>	Other:					
<input type="checkbox"/>	Other:			/ /		

Task / Goal assigned to client (if applicable):	Completed <input type="checkbox"/>	Date	Comments:

**Tenancy Preservation Program
SERVICE PLAN**

Client Name: _____

Regional Coordinator: _____

Assistance Area	Actions/Services needed or proposed	Referred to: (agency)	Follow up/ Change in Service (midway) _____ month	Follow up/ Change in Service (before close) _____ month
<input type="checkbox"/> Nonpayment/ arrears				
<input type="checkbox"/> Lease violations				
<input type="checkbox"/> Conflict / Behavioral		/ /		
<input type="checkbox"/> SNAP Benefits/Food Card		/ /		
<input type="checkbox"/> Legal		/ /		
<input type="checkbox"/> Healthcare PCP / Insurance		/ /		
<input type="checkbox"/> Mental Health				
<input type="checkbox"/> Substance Abuse		/ /		
<input type="checkbox"/> Transportation / PT1		/ /		
<input type="checkbox"/> Other:				
<input type="checkbox"/> Other:		/ /		

Task / Goal assigned to client (if applicable):	Completed <input type="checkbox"/>	Date	Comments:

		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
1.			
2.			
3.			

**Tenancy Preservation Project Program
Eastern Housing Court
Referral Form (revised January 2020)**

Referral Agency/Name of Referral Source: _____ Date of Referral: _____

Email/Phone: _____ Date Assessed by TPP: _____

Tenant Name: _____ Phone/Email: _____

Tenant Address: _____

Please list all household members including their gender and relationship to the referred tenant:

Referred Tenant (check if HOH) _____ DOB/Age: _____

Name/gender/relationship to ref'd tenant:: _____ DOB/Age: _____

Name/gender/relationship to ref'd tenant:: _____ DOB/Age: _____

If more space is needed to list household members, please check here and complete on blank page, attach to this form.

Landlord Name: _____ Phone: _____

Landlord Email and/or other contact info: _____

Reason(s) referred and type of support sought?

Please circle type of housing (project based subsidy, individual subsidy/voucher, private market)

Please check here if unknown and needs to be clarified (describe) _____

Is there a lease? Yes No If yes, please describe: _____

How long has tenant lived there? _____ Recertified? Yes-No-N/A Date of recertification _____

Previous address (*if tenant has been in housing for 5 years or less*): _____

Any past evictions or court cases involving housing? (*If yes, please explain*) _____

How much is tenant's rent share? _____ How many bedrooms? (circle) studio, 1, 2, 3, 4, 5, 6, 7+

Are rooms used for intended purposes? Y / N Describe: _____

Is a home visit indicated or requested? Y / N *if yes complete safety assessment on tracking form*

What is the referred tenant's description of how the current problem(s) with the tenancy came to be (if clutter or storage issues identified, what is the source? animal / paper / clothes / food / other- describe)?

Tenancy risk factors: *Please check those that have been long term issues:*

Payment problems (if yes, how much owed? _____)

Unauthorized occupants

Problems with neighbors/staff

Date of last inspection? Pass/Fail

Condition of the unit (home visit indicated?)

Other (*please describe below*):

For tenancy risk factors checked above, were they caused by a diagnosed disability or impairments in functioning of any household member(s)? Yes No *If yes please describe, or leave blank if further assessment required:*

Has a Request for Reasonable Accommodation(s) been submitted addressing the current alleged lease violation or other disability/condition? Yes No *Please explain:* _____



AUTHORIZATION TO RELEASE OR REQUEST INFORMATION

Name of Person Served:		Date of Birth:	
Bay Cove/CASPAR employee authorized to release or request information:	Name: Title: Phone Number:		
Person information is being released to or requested from:	Name: Title: Organization: Phone Number:		
Authorization Expiration:			

I authorize Bay Cove/CASPAR to Release / Request (check only one) **the following information:**

Intake Information & Assessments Medical Summary/History/Lab Results
 Service History Medication Information
 Treatment/Support Plans Financial Records
 Case Management, Service & Progress Notes Legal Status and Legal Information
 Discharge Summary/Status Other (describe):

Other types of information also have additional protections and require specific authorization to be released. Please initial to authorize release of this information if applicable:

_____ Psychotherapy Notes _____ HIV/AIDS Status

Signature of Person Served or Legal Representative: _____

If Legal Representative, Print Name: _____

Purpose of Release or Request (check only those that apply):

Referral for Treatment/Services Assessment/Evaluation
 Coordination of Treatment/Case Management Discharge Planning
 Court proceedings At the request of the Person Served
 Other (specify):



AUTHORIZATION TO RELEASE OR REQUEST INFORMATION

Name of Person Served:	Date of Birth:
Bay Cove/CASPAR employee authorized to release or request information:	Name: Title: Phone Number:
	Person information is being released to or requested from:
Authorization Expiration:	Name: Title: Organization: Phone Number:

I authorize Bay Cove/CASPAR to Release / Request (check only one) the following information:

<input type="checkbox"/> Intake Information & Assessments	<input type="checkbox"/> Medical Summary/History/Lab Results
<input type="checkbox"/> Service History	<input type="checkbox"/> Medication Information
<input type="checkbox"/> Treatment/Support Plans	<input type="checkbox"/> Financial Records
<input type="checkbox"/> Case Management, Service & Progress Notes	<input type="checkbox"/> Legal Status and Legal Information
<input type="checkbox"/> Discharge Summary/Status	<input type="checkbox"/> Other (describe):

Other types of information also have additional protections and require specific authorization to be released. Please initial to authorize release of this information if applicable:
 _____ Psychotherapy Notes _____ HIV/AIDS Status

Signature of Person Served or Legal Representative: _____

If Legal Representative, Print Name: _____

Purpose of Release or Request (check only those that apply):

<input type="checkbox"/> Referral for Treatment/Services	<input type="checkbox"/> Assessment/Evaluation
<input type="checkbox"/> Coordination of Treatment/Case Management	<input type="checkbox"/> Discharge Planning
<input type="checkbox"/> Court proceedings	<input type="checkbox"/> At the request of the Person Served
<input type="checkbox"/> Other (specify):	

Check here to confirm that you are allowing a two-way exchange of confidential information between Bay Cove/CASPAR and the party named above

For Addictions Services programs only

I understand that my substance use disorder records are protected under the Federal regulations governing Confidentiality and Substance Use Disorder Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. pts 160 & 164, and cannot be disclosed without my written consent unless otherwise provided for by the regulations.

Description of information to be disclosed: _____

Signature of Person Served or Legal Representative: _____

If Legal Representative, Print Name: _____

You have the right to request and receive a list of individuals and entities to which your SUD information has been disclosed. You have the right to file a complaint if you believe your SUD treatment information has been disclosed in violation of the law. Call 617-371-3082.

Acknowledgements

- I have had the opportunity to ask questions about the use and disclosure of my health information and understand the terms of this authorization. I have the right to receive a copy of this authorization.
- I understand that only the information described above will be requested from or sent to the individual or agency mentioned above.
- I understand that signing this authorization is not a condition for services (with some exceptions such as insurance payments).
- I may withdraw my consent at any time with the understanding that once the information is released, it cannot be recalled.
- I understand that Bay Cove/CASPAR cannot guarantee that the recipient will not re-disclose my confidential information to anyone else and that it may be subject to re-disclosure and no longer protected.
- At our discretion, a faxed or emailed copy of this signed form may be relied upon for releasing or requesting the information indicated on this form.

Signature of Person Served or Authorized Representative

Date

Tenancy Preservation Program
BAY COVE HUMAN SERVICES, INC.

**AUTHORIZATION FOR RELEASE OR REQUEST OF INFORMATION BETWEEN
MEMBERS OF THE HOUSING SERVICE AND SUPPORT TEAM**

Name : _____

I authorize Bay Cove Human Services, Inc. to obtain information, forward my confidential records or hold general discussions about my housing and housing related services with members of my service and support team. This authorization is valid for one year from date signed.

Service and Support Team Members

Name	Agency/Relationship

Type in additional contacts as needed:

I understand that I have a right to revoke this authorization at any time. If I revoke this authorization, I must do so in writing and present it to BCHS. Revocation will not apply to information that has already been released pursuant to this authorization. This authorization will expire one year from the date signed or when I am no longer receiving services from BCHS, whichever comes first.

Signature of Person Served Date

Signature of Staff Obtaining Consent Date

Printed Name and Title: _____

Memorandum

To:	Date:
From:	Docket Number:
Tenant Names:	Property Address:
Landlord/Landlord Attorney:	Cc:

1) Date referred to TPP and referral Source:

2) Summary of Engagement with TPP

Case Open? Y/N

Date opened:

3) Agency referrals made on Tenants behalf? Y/N

4) TPP Case management Services Terminated/Case Management Services unable to be provided and why

5) Additional notes or information:

**Hoarding Appendix
documents will be
included in an upcoming
Operations Manual update**

BLANK FY24 data
Case Summary

Attachment C

New Cases	open cases from previous FY	open ERA2 cases from previous FY	open EDI cases from previous FY	JUL	ERA2-JUL	EDI-JUL	CSP-TPP-JUL	AUG	ERA2-AUG	EDI-AUG	CSP-TPP-AUG	SEP	ERA2-SEP
Individuals													
more than 1 person, no minor kids													
families w/ children													
# of minor children													
TOTALS				0	0	0	0	0	0	0	0	0	0
Closed Cases*													
current housing preserved	n/a	n/a	n/a	JUL	ERA2-JUL	EDI-JUL	CSP-TPP-JUL	AUG	ERA2-AUG	EDI-AUG	CSP-TPP-AUG	SEP	ERA2-SEP
homelessness prevented, more appropriate hsg	n/a	n/a	n/a										
homelessness prevented, other housing	n/a	n/a	n/a										
homelessness prevented, institution	n/a	n/a	n/a										
homelessness prevented, family/friends	n/a	n/a	n/a										
homeless w/ Tx plan, shelter	n/a	n/a	n/a										
homeless w/ Tx plan, street	n/a	n/a	n/a										
disposition unclear, refused	n/a	n/a	n/a										
disposition unclear, withdrawn	n/a	n/a	n/a										
other	n/a	n/a	n/a										
TOTALS	n/a	n/a	n/a	0	0	0	0	0	0	0	0	0	0
Other Program Activity				JUL	ERA2-JUL	EDI-JUL	CSP-TPP-JUL	AUG	ERA2-AUG	EDI-AUG	CSP-TPP-AUG	SEP	ERA2-SEP
# on waiting list	n/a	n/a	n/a										

