**‘PILOT” Mutual Participation Agreement for**

**VAWA Emergency Transfers in Massachusetts (Jan. 2025.rev.1)**

# RECITALS

WHEREAS, certain Affordable Housing Property Management Companies(representing various Owners in Massachusetts (the “Members”) working with NEAHMA (New England Housing Affordable Housing Managers Association) as the ‘Facilitator” have formed the “Mutual Participation Program for VAWA Emergency Transfers Response Network,” to share resources and to assist each other in the form of available housing opportunities and mutual transfers to enable survivors of domestic violence, dating violence, sexual assault and stalking (hereinafter, referred to as Survivors), to achieve a safe home and location for themselves and their family that they are residing with; and

NEAHMA acting as the “Primary Facilitator” will work with Casa Myrna as the Primary Case Management Support team and the housing providers participating in this pilot program who are committed to meeting the needs of their residents, and complying with Fair Housing and non-discrimination laws, including compliance with the Violence Against Women Reauthorization Act of 2022, commonly called VAWA 2022. Although VAWA refers to women in its title, protections are for all Survivors of domestic violence, dating violence, sexual assault, and stalking regardless of sex, gender identity, sexual orientation, or age. Also, although VAWA 2022 only covers specific housing programs, these owner/agents will be applying this policy and procedure uniformly throughout our selected properties and will provide guidance and where possible options to all residents in which eligibility criteria can be met. NEAHMA is not a housing provider and does not operate any housing programs directly. Their only role is to facilitate emergency transfers to safe and available units within the participating properties that have agreed to adopt the Massachusetts Emergency transfer Pilot Program Plan.

WHEREAS, by executing this Agreement, the Parties express their intent to participate in a Pilot program for Mutual Participation and Assistance within the State of Massachusetts for a period of one year for this pilot program.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members, as agreed upon, and authorized by, their respective ownerships, mutually agree as follows:

# ARTICLE I. PURPOSE

The purpose of this agreement is to provide guidance to owner/agents who have elected to participate in a new pilot program in consultation with the Department of Housing and Urban Development (HUD), and MassHousing for properties in Massachusetts covered by the Violence Against Women Act (VAWA) that will help to identify available emergency transfer options for Survivors[[1]](#footnote-1) of domestic violence, dating violence, sexual assault and stalking as well as work to facilitate the successful transfer to a self-identified safe location.

# ARTICLE II. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through a NEAHMA Executive Director and an established Statewide Committee. The purpose of a NEAHMA Statewide Committee is to provide coordination of the of requests for emergency transfers. The administration will be detailed in the Pilot Program Procedures as currently outlined.

# ARTICLE III. PROCEDURES

In coordination with the NEAHMA, the Executive Director, Casa Myrna, HUD, MassHousing, and the Statewide Committee shall develop operational and planning procedures for Mutual Emergency Transfer Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures that identify the critical components of its own infrastructure and its emergency VAWA response resources.

# ARTICLE IV INSURANCE

Each Member shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing in this Agreement shall act, or be construed, as a waiver of any statutory or common-law immunity or other exemption or limitation on liability that a Member may enjoy.

# ARTICLE V INDEMNITY AND IMMUNITY IDEMNITY

Neither Party will indemnify or hold harmless the other for any damages awarded in any civil action arising from any action or omission of either Party’s officers, employees, agents, contractors, subcontractors, or volunteers acting under this Agreement. Neither Party shall act or be deemed to be acting as agent for the other.

# IMMUNITY

Nothing in this Agreement is intended to, and shall not, be construed to constitute a waiver of either Party’s defenses, including immunity. Officers, employees, and volunteers of a Responding Member performing services at any place for a Requesting Member in good faith carrying out, complying with, or attempting to comply with this Agreement shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties in the jurisdiction in which they are normally officers or employed or rendering services. Such persons shall not be liable for any injury to, or death of, persons or damage to property as the result of performing services under this Agreement during training periods, test periods, practice periods, or other emergency management operations, or false alerts, as well as during any hazard, actual or imminent and subsequently to the same except in cases of willful misconduct. As used in this section, “emergency management volunteer” means only an individual who is authorized to assist any agency performing emergency management during a hazard.

# ARTICLE VI NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently, or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suite or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

# ARTICLE VII EFFECTIVE DATE

This Agreement shall be effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

This Agreement shall continue in force and remain binding on each Member until\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Pilot Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent one-year term unless and until such time a Member withdraws from participation in this Agreement with thirty (30) days’ notice.

# ARTICLE VIII WITHDRAWAL

A Member may withdraw from this Agreement at any time and for any reason by providing written notice of its intent to withdraw to the NEAHMA Executive Director with thirty (30) days written notice and it is understood that any survivor who is on the existing waiting list that has been referred to the property prior to withdrawal retains their position on the waiting.

# ARTICLE IX MODIFICATION

This Agreement may be modified in writing to accommodate operational changes as the Members gain experience with the procedures established by the Agreement and other pilot programs through the country. No provision of this Agreement may be modified, altered, or rescinded by individual Members to the Agreement. The NEAHMA Statewide Committee must approve in writing all modification requests.

# ARTICLE X RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Massachusetts, is classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems, or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Massachusetts . If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released.

NOW, THEREFORE, in consideration the Property Management Company listed here manifests its intent to be a party to this Agreement and Member of the PILOT Mutual Aid and Assistance Program for VAWA Survivors by executing this Agreement this day of

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Management Company :

(Name, address, city)

**List of Participating Properties for Survivor Referrals (Attached**)

By: By:

Title: Title:

By: By:

Title: Title:

1. The term Survivors is being used in this document to reflect that this is the term used in the Violence Against Women Act. Participants in this pilot recognize that many people involved prefer the term survivor. [↑](#footnote-ref-1)