

Mutual Participation Program for VAWA Emergency Transfers in Massachusetts

January 2025

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I. PURPOSE

The purpose of this information is to provide guidance to owners/agents who have elected to participate in a new pilot program created in consultation with the Department of Housing and Urban Development (HUD), Mass Housing for properties in Massachusetts, as well as Governor's Council to Address Sexual Assault and Domestic Violence covered by the Violence Against Women Act (VAWA) that will help to identify available emergency transfer options for Survivors¹ of domestic violence, dating violence, sexual assault and stalking as well as work to facilitate the successful transfer to a self-identified safe location.

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 OWNERS/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.

In summary, VAWA 2022 covers applicants as well as residents, in the statutes and regulations' nondiscrimination and notification provisions. However, the emergency transfer and bifurcation provisions of the rule are applicable solely to residents of the covered housing programs and will be applied where possible to all Survivors. HUD Office of Multifamily Housing has published guidance and is anticipated to provide additional information on their web site.

II. BACKGROUND

The Violence Against Women Act (VAWA) is a landmark piece of legislation that sought to improve criminal justice and community-based responses to domestic violence, dating violence, sexual assault, and stalking in the United States. The passage of VAWA in 1994 and its reauthorization in 2000, 2005 and 2013, and most recently VAWA 2022, has changed the landscape for Survivors who once suffered in silence and in isolation.

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.

APPLICABILITY AND NOTICE OF OCCUPANCY RIGHTS

The HUD Final Rule and Notice of Occupancy Rights under the Violence Against Women Act (VAWA) covers specific programs. HUD will be modifying the Notice of occupancy rights(5381) along with the (accompanying Certification (HUD Form 5382) to be provided to existing residents of HUD programs. The notice of rights will be used in the entirety for all covered housing programs under the VAWA 2022 Notice.

Most of VAWA's housing provisions apply specifically to "covered housing programs." HUD's covered housing programs under 24 C.F.R. 5.2003 include: The term "covered housing program" means-

(A) the program under [section 1701q of title 12](#), including the direct loan program under such section;

(B) the program under section 811 of the Cranston-Gonzalez National Affordable Housing Act ([42 U.S.C. 8013](#));

(C) the program under subtitle D of title VIII of the Cranston-Gonzalez National Affordable Housing Act ([42 U.S.C. 12901 et seq.](#));

(D) the programs under title IV of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11360 et seq.](#));

(E) the program under subtitle A of title II of the Cranston-Gonzalez National Affordable Housing Act ([42 U.S.C. 12741 et seq.](#));

(F) the program under paragraph (3) of [section 1715l\(d\) of title 12](#) that bears interest at a rate determined under the proviso under paragraph (5) of such section 1715l(d);

(G) the program under [section 1715z-1 of title 12](#);

(H) the programs under [sections 1437d and 1437f of title 42](#);

(I) rural housing assistance provided under [sections 1484, 1485, 1486, 1490m, 1490p-2, and 1490r of title 42](#);

(J) the low income housing tax credit program under [section 42 of title 26](#);

(K) the provision of assistance from the Housing Trust Fund established under [section 4568 of title 12](#);

(L) the provision of assistance for housing under the Comprehensive Service Programs for Homeless Veterans program under subchapter II of [chapter 20 of title 38](#);

(M) the provision of assistance for housing and facilities under the grant program for homeless veterans with special needs under [section 2061 of title 38](#);

(N) the provision of assistance for permanent housing under the program for financial assistance for supportive services for very low-income veteran families in permanent housing under [section 2044 of title 38](#);

(O) the provision of transitional housing assistance for victims of domestic violence, dating violence, sexual assault, or stalking under the grant program under subpart 4 of part B; and

(P) any other Federal housing programs providing affordable housing to low- and moderate-income persons by means of restricted rents or rental assistance, or more generally providing affordable housing opportunities, as identified by the appropriate agency through regulations, notices, or any other means.

IV. PROTECTIONS FOR SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

Survivors of domestic violence, dating violence, sexual assault and stalking² who apply to and/or live at a site funded/financed with any covered housing program are protected by VAWA. In recognition that HUD oversees the vast majority of these programs, and has issued significant guidance on applicable protections, the following focuses on HUD programs. However, the protections are applicable to all covered housing programs.

Under VAWA, someone who has experienced domestic violence, dating violence, sexual assault, and/or stalking (VAWA violence/abuse):

- **Cannot be denied admission to or assistance** under a HUD-subsidized or assisted unit or program because of the VAWA violence/abuse committed against them.
- **Cannot be evicted** from a HUD-subsidized unit **nor have their assistance terminated** because of the VAWA violence/abuse committed against them.
- Cannot be denied admission, evicted, or have their assistance terminated for **reasons related to the VAWA violence/abuse**, such as having an eviction record, criminal history, or bad credit history.
- **Must have the option to stay** in their HUD-subsidized housing, even if there has been criminal activity directly related to the VAWA violence/abuse.
- **Can request an emergency transfer from the housing provider for safety reasons** related to the VAWA violence/abuse committed against them.
- **Must be allowed to move with continued assistance** if the survivor has a Section 8 Housing Choice Voucher.
- **Must be able to provide proof to the housing provider by self-certifying** using the HUD VAWA Self-certification ([Form HUD-5382](#)), and not be required to provide more proof unless the housing provider has conflicting information about the violence/abuse.
- **Must receive HUD's Notice of VAWA Housing Rights** ([Form HUD-5380](#)) and HUD's VAWA Self-certification Form ([Form HUD-5382](#)) from the housing provider, when they are denied admission to a HUD-subsidized unit or HUD program, when they are admitted to a HUD-subsidized unit or HUD program, and when they receive a notice of eviction from a HUD-subsidized unit or notice of termination from a HUD program.
- **Has a right to strict confidentiality** of information regarding their status as a survivor.
- **Can request a lease bifurcation** from the owner or landlord to remove the perpetrator from the lease or unit, and if the housing provider bifurcates, it must be done consistent with applicable federal, state, or local laws and the requirements of the HUD housing program.

² Affiliated individuals also have specific protections as well.

- **Cannot be coerced, intimidated, threatened, or retaliated against** by HUD-subsidized housing providers for seeking or exercising VAWA protections.³
- **Has the right to seek law enforcement or emergency assistance** for themselves or others without being penalized by local laws or policies for these requests or because they were Survivors of criminal activity

V. RIGHTS AND RESPONSIBILITIES OF OWNERS/AGENTS, APPLICANTS & RESIDENTS UNDER THIS EMERGENCY TRANSFER PLAN

A. Applicant and Residents Rights and Responsibilities under the Emergency Transfer Plan.

Applicants may not be denied assistance, and a resident may not have assistance terminated under a covered housing program for factors directly resulting from the fact that the applicant or resident is or has been a Survivors of domestic violence, dating, sexual assault, or stalking. VAWA protects all Survivors and must be applied consistently with all non-discrimination and fair housing requirements.

Note: Un-emancipated minors would not be eligible to sign leases under HUD programs. Housing providers need to follow their company policies and mandatory reporting requirements regarding contacting child welfare or child protective services, or law enforcement, when a minor claims to be a Survivors of domestic violence, dating violence, sexual assault, or stalking.

B. Owners/Agents Rights and Responsibilities

1. Tenant Selection Plans and Policies and Procedures

Owner/Agents will work together to identify what properties will participate in the pilot program and sign a mutual agreement for participation of the property that will be used to identify safe choice locations on the NEAHMA web site for requests for emergency transfers. The safe choice locations list will be used to identify possible unit swap opportunities specifically only in the HUD Programs since the Multiple Subsidy Layer model which standardly includes the tax credit program poses too many restrictions to the eligibility process.

³ It is illegal for a Multifamily Owner or manager of covered housing to discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter. It is also illegal for a Multifamily Owner or manager of covered housing to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions. Providers are prohibited from penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they are Survivors or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities."

Key elements of participation include but are not limited to the owner/agent has agreement to authorize a preference in their Tenant Selection Plan for external applicants who are Survivors of domestic violence, dating violence sexual assault or stalking within the full definition in accordance with VAWA Act 2022. The property waiting list is open and the resident household is eligible for the program assistance for the unit that they would be transferring into.

The Notice of Occupancy Rights will be an exhibit to all Tenant Selection Plans. A modification to the Tenant Selection Plans has been created for owner/agents participating in the Massachusetts "Pilot Plan; one for HUD Programs and one for Multiple Layered Subsidy and will be attached as applicable, to incorporate the VAWA policies and protections.

Preferences for internal transfers of existing residents shall be given priority in order specified below but in no event can an applicant from both a. and b. preference category be selected before an applicant currently on the waiting list with only the a. preference for reasonable accommodation.:

- a. current residents requesting transfer due to reasonable accommodation request for a specific unit type;
- b. current residents who are Survivors of harassment based on protected status, and those in need of an emergency transfer due to domestic violence, data violence, sexual assault or stalking.
- c. Over housed.
- d. Under housed

Preferences for External Applicants:

Owner specifically reserves the right to accept and process applications of persons or households qualifying for current residents of housing owned and operated by affiliates of the owner and under the control of the agent as a preference, as necessary for admission or placement on a waiting list, if open.

Amending these documents and providing training to the industry will ensure uniformity in spreading awareness of the VAWA regulations and avoid improper rejection of applicants and/or evictions of residents as well as to work with them to provide a safe home. The modifications to Tenant Selection Plans that must be approved by regulatory agencies, where applicable will be submitted and implemented upon approval from such agencies.

2. Documentation and Confidentiality

When responding to an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking that could potentially have an impact on a participant in the housing program, OWNER/AGENT will allow applicant/resident to submit a verbal request or the option to complete the request in writing that an individual complete, sign,

and submit within 14 business days of the request, the HUD-approved certification form (HUD-5382). Solely in an instance where there is conflicting information, third party documentation may be required.

NEAHMA will defer to the participating owner/agent on whether they will require that an individual produce official documentation or physical proof of an individual's status as a Survivors of domestic violence, dating violence, sexual assault, or stalking to receive the protections of the VAWA in instances where there is conflicting information. OWNER/AGENT at their discretion may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence. NEAHMA will not be responsible for the recordkeeping or reporting of these emergency transfers as completed, this is the housing provider's responsibility.

The identity of the Survivors and all information provided to OWNER/AGENT relating to the incident(s) of domestic violence **must** be retained in confidence by OWNER/AGENT Staff and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is a) requested or consented to by the individual in writing; b) required for use in an eviction proceeding or termination of assistance; or c) otherwise required by applicable law. The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof. The information received relative to an emergency transfer will not be disclosed or entered into a shared database unless the resident gives the housing provider written permission to release the information or disclosure is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. NEAHMA will work with Owner/Agent to facilitate the referral of an applicant based on eligibility and will not receive completed applications but just the referral request.

3. Lease

a. Lease Addendum

OWNER/AGENT, where applicable is required to attach the HUD-approved Lease Addendum once available and published by HUD for (HUD Form 91067 to be used for the properties receiving federal funding assistance under the applicable Multi-Family Program.

b. Legal Action

Survivors are encouraged (but never required) to seek police/legal protection from their accused perpetrator. It is the Survivor's decision whether they chose to do so, In some cases, OWNER/AGENT may file a restraining order against the accused perpetrator to prevent the individual from entering the property. VAWA does not limit the authority of the Owner, when notified of a court order to comply with the court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a Survivors of domestic violence, dating violence, sexual assault, and/or stalking; or
- The distribution or possession of property among members of a household.

c. Implementation of VAWA Protections

Emergency Transfers

An emergency transfer is to transfer a Survivor to a unit away from the perpetrator⁴ where the Survivor feels safe. If the resident requests an emergency transfer, internal or external, the Property Manager will also offer the resident the Emergency Transfer Request for Certain Survivors of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form (HUD 5383) although the resident is not required to complete this form when requesting an emergency transfer. Both a verbal statement/self-certification or a written request is acceptable.⁵ Residents can identify both an interim safe unit as well as permanent location as part of the discussion within the existing property, within the owner managed portfolio and/or downloading from the NEAHMA website the current list of participating owner/agent property locations that have signed an opt-in agreement for the Massachusetts Mutual Participation Emergency Transfer Program.

For internal transfers, the Property Manager will identify any appropriate site/type units identified as a safe location on-site. For external transfers, the Property Manager will review the resident self-identified safe choice locations checklist(current version downloaded from NEAHMA website) and identify any appropriate size/type units in identified location at other properties that may match the request.

One the applicant comes to the top of the list, the ANY ORGANIZATION TRACKING MECHNISM MUST NOT DISCLOSE THE VAWA REASON FOR TRANSFER. Upon permanent transfer of the household, the Property Manager will maintain a confidential master record of VAWA related external emergency transfer requests and outcomes until such time as HUD updates their TRACS reporting system for verification of the completion and outcomes.

NOTE: Every effort will be made by the Primary Case Management Support staff to identify resources, but the costs of the emergency transfer is borne by the Resident and not the Property. In the instance of unit swap in the HUD program, resources would be needed to store the Resident household material for up to three (3) business days as well help provide shelter during the period time it is necessary for the unit turnover and preparation for the residents to move to their self-identified new location.

VI. REPORT REQUIREMENTS

OWNER/AGENT will provide an annual report as specified in program regulations on requests for emergency transfers and outcomes of such request. The record of all

⁴ We are using the term perpetrator because this is standardly used in the context of domestic violence, dating violence, sexual assault and stalking. We would like to acknowledge that many survivors refer to such individuals in alternative language, such as harm doer.

⁵ The verbal statement/self-certification or the written request must include: a. A statement that the tenant requests an emergency transfer because the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit, or b. A statement that the tenant requests an emergency transfer because the tenant was a sexual assault Survivors and that the sexual assault occurred on the premises during the 90-calendar day period preceding the tenant's request for an emergency transfer.

emergency transfers will be secured and retained for three years or for a period specified in the program regulations within the corporate office.

The Mutual Participation Facilitator (NEAHMA) will provide an annual report on the number of success/challenges of the program on an annual basis.

VII. SECURITY AND RETENTION OF DATA

OWNER/AGENT, Agent for Owner will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault, or stalking in a file that is kept on site in a separate secure location from other resident files for recordkeeping and reporting purposes to governmental agencies. Only authorized individuals will be allowed to have access to this information under applicable Federal, State, or local laws. The information will be destroyed three years after move-out from the property.

The Mutual Participation Facilitator (NEAHMA) will collect the necessary data for input the relevant information into the Master waiting list for transfer but will only act as a interim depository and will destroy the information received for placement on the waiting list every sixty days since the requesting and receiving Owner/Agents will have the actual applications completed for the identified Safe Locations selected from the List of Participating Organizations and their related properties.

VIII. GLOSSARY/DEFINITIONS

The following definitions are provided as assistance in understanding and implementing the VAWA protections as well as the key elements of the Mutual Participation Program for Massachusetts Emergency Transfers. The definitions for domestic violence, dating violence, stalking and immediate family member have been incorporated into the United States Housing Act.

Mutual Participation Facilitator- A representative of the New England Affordable Housing Managers Association (NEAHMA) will be dedicated ten (10) hours per week to identify and maintain a list of participating owner/agents the properties that may be available for the emergency transfer of Survivors of Domestic Violence, Dating Violence, Sexual Assault and Stalking as well as unit swap opportunities in HUD Properties. Using the List of participating organizations and the relevant properties whereby an owner has signed an opt-in agreement and implement the modification to the Tenant Selection Plan.

Case Management Support Coordination- Casa Myrna would work to provide Case Management Support, as needed to Owner/Agent where they play a number of key roles in the state of MA, including managing the state-wide hotline, working with the State of MA in on emergency transfers in certain programs, and playing a central role with education and training of housing providers in conjunction with MassHousing and NEAHMA. This entity will work with NEAHMA to assist housing providers in meeting the needs of survivors seeking assistance and housing providers/staff who need assistance in effectively addressing the housing needs of survivors.

Opt-In Agreement-

List of Participating Organizations- Owner/Agents that have signed the Opt-in Agreement to participate in the Mutual Participating Program for VAWA Emergency Transfers that identifies the properties that are electing to give a preference to Survivors and adopt the Model Emergency Transfer plan that gives a preference to these households.

Management Fee Incentive Add on for HUD Properties. The Department of Housing and Urban Development (HUD) authorizes the use of special and add on management fees to cover eligible expenses incurred by owners and agents when implementing and utilizing the Emergency Transfer Plan.

Technology Support- NEAHMA, as the Facilitator will work with an outside resource such as Housing Works, Housing Navigator or one of the Software Support Providers such as RealPage/Yardi to develop and/maintain a central waiting list of participating properties and/ referrals for emergency transfers. The list will identify the safe locations selected for the resident and remove them once they acquire permanent/safe choice location. However, NEAHMA shall maintain records of waiting list administration.

Adverse Factors: Depending on the circumstances, adverse factors would be the temporary failure to pay rent, loud noise complaints, damage to unit, etc. which may be a direct result of domestic violence, dating violence, sexual assault, or stalking, when domestic violence, dating violence, sexual assault, or stalking. HUD Notice H 2017-05 has several examples of what can be construed as an adverse factor resulting from these circumstances.

Affiliated Individual Affiliated individual means (A) a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guidance (for example, the affiliated individual is a person in the care, custody, or control of that individual; or (B) any individual, resident, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law so that certain residents can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact

Covered Housing Provider for HUD's multifamily Section 8 project-based programs, and for the Section 202 and 811 programs, the final rule provides that the owner is the covered housing provider and responsible for implementing the VAWA requirements. If a PHA is the owner of a project under one of these programs, the PHA is the covered housing provider. HUD defined an owner as any private person or entity (including cooperative) or a public entity which qualifies as a PHA, having the legal right to lease or sublease newly constructed dwelling units assisted under this part.

If a PHA administers the programs at a property, the PHA will have primary oversight responsibilities under VAWA, including the provision of forms and notices for owners to give to residents and applicants. For the Moderate Rehabilitation SRO program, both the PHA and the owner are responsible for ensuring that an emergency transfer plan is in place for the covered housing, but it is the owner that has the responsibility for implementing the emergency transfer plan.

In the case of the housing choice voucher program and project-based voucher program, it is the PHA that is the covered housing provider responsible for complying with the emergency transfer plan. The PHA is also responsible for providing the notice of occupancy rights and the certification form. However, for the housing choice voucher and project-based voucher programs, both PHAs and owners are covered housing providers and must adhere to the rule's basic provisions.

For mixed-finance units and public housing developments that received public housing assistance under the Choice Neighborhoods and HOPE VI programs, the PHA is the covered housing provider.

For FHA-insured multifamily projects, the new rule clarifies that the covered housing provider is generally the mortgagor. However, if the mortgagor sells the project to a new owner, but continues as the mortgagor, the new owner is the covered housing provider.

Domestic Violence “— The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the Survivors under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of Survivors services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a Survivors, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who— (A) is a current or former spouse or intimate partner of the Survivors, or person similarly situated to a spouse of the Survivors; (B) is cohabitating, or has cohabitated, with the Survivors as a spouse or intimate partner; (C) shares a child in common with the Survivors; or (D) commits acts against a youth or adult Survivors who is protected from those acts under the family or domestic violence laws of the jurisdiction.”⁷ “ECONOMIC ABUSE.—The term ‘economic abuse’, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person

https://www.hud.gov/sites/dfiles/Main/documents/VAWA_2022_Letter_MFH_CHPs.pdf

Dating Violence means violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the Survivors, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Emergency Transfer Plan Each covered housing provider as identified in the program has specific regulations for the covered housing program and shall adopt an emergency transfer plan, no later than as of June 2017, as updated based on HUD's model emergency transfer plan in accordance with the following definitions for the plan definitions below. The emergency transfer plan must provide that a resident receiving rental assistance through or residing in a unit subsidized under a covered housing program who is a Survivors of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:

- i. The resident expressly requests the transfer; and
- ii. (A) The resident reasonably believes there is a threat of imminent harm from further violence if the resident remains within the same dwelling unit that the tenant is currently occupying; or
- iii. (B) In the case of a resident who is a Survivors of sexual assault, either the resident reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the resident is currently occupying or the sexual assault occurred on the premises during the 90-calendar day period preceding the date of the request of transfer.

External emergency transfer refers to an emergency relocation of residents to another unit where the resident would be categorized as a new applicant; that is the resident must undergo an application process in order to reside in the new unit.

Immediate Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (b) any other person living in the household of that person and related to that person by blood or marriage.

Internal Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant; that is the resident may reside in the new unit without have to undergo an application process.

Safe Unit refers to a unit that the Survivors of domestic violence, dating violence, sexual assault, or stalking believes is safe.

Sexual Assault Under VAWA defines "sexual assault" as any nonconsensual sexual act proscribed by Federal, tribal, or state law, including when the Survivors lacks capacity to consent.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person. VAWA defines "stalking" as engaging in

a course of conduct directed at a specific person that would cause a reasonable person to: fear for his or her safety or others; or suffer substantial emotional distress.

Unit Swap Transfer- In the instance of a HUD Multi-Family emergency transfer from one property to another that has no additional layers of subsidy or funding which require the owner/agent to treat the transfer as a move-out/move-in, such as the tax credit program, and NEAHMA as the facilitator identifies a potential opportunity for an exchange from one property to another, the Owner/Agents will work together to determine final eligibility then coordinate with the Case Management Team to identify resources to assist in the Unit Swap Transfer, as agreed to by the Residents.

VIII. ADDITIONAL INFORMATION

Below are the Appendix of Forms that are to be used in conjunction with implementing the VAWA policies and procedures at the properties.

- **VAWA Appendix A: OWNER/AGENT - Notice of Occupancy Rights Under the Violence Against Women Act. HUD form 5380 (Replaces HUD Form 91066 on Hudclips) which includes Resources for Applicants, Residents, Staff for both State and National access. See HUD Web Site for Forms in English as well as Multiple Languages**
- [Violence Against Women Act \(VAWA\) | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- **VAWA Appendix B: Mutual Participation Program in Massachusetts for Emergency Transfer Plan for Survivors of Domestic Violence, Data Violence, Sexual Assault or Stalking, Form HUD 5381 DRAFT Available for HUD Programs and for Multiple Subsidy Programs.**
- **VAWA Appendix C: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation, Form HUD 5382**
- **See HUD Web Site for Forms in English as well as Multiple Languages**
- [Violence Against Women Act \(VAWA\) | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- **VAWA Appendix D: Emergency Transfer Request for Certain Survivors of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form HUD 5383 See HUD Web Site for Forms in English as well as Multiple Languages**
- [Violence Against Women Act \(VAWA\) | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- **Opt-In Agreement for Mutual Participation Program for Emergency Transfers- Attached**
- **List of Current Participating Owner/Agents (SAMPLE ONLY Attached) Web site to be created for access to current list.**
- **HUD Management Agreement – Add on Fee Incentive**

RESOURCES

[Violence Against Women Act \(VAWA\) | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

www.neahma.org/MutualParticipationProgram

- **Other Forms or Policies**
 - **(HUD Form 91067) VAWA Lease Addendum in process of Update use existing for Multi-Family Programs until otherwise notified.**

**‘PILOT’ Mutual Participation Agreement for
VAWA Emergency Transfers in Massachusetts (Jan. 2025)**

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 Survivors¹ of domestic violence, dating violence, sexual assault and stalking as well as work to facilitate the successful transfer to a self-identified safe location.

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.
Version 1.0

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 IV. PROCEDURES

In coordination with the NEAHMA, the Executive Director, Casa Myrna, HUD, Mass Housing, 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 IX 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 X 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 XII 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 XIII 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 XIV 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 XV 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 XVII 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 _____, _____.

Management Company : _____
(Name, address, city)

List of Participating Properties for Survivor Referrals (Attached)

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

MASSACHUSETTS MUTUAL PARTICIPATION RESIDENT SELF-IDENTIFIED SAFE CHOICE LOCATION CHECKLIST

(DRAFT EXAMONLY 071123)

Resident or Applicant: Date of Request: Date Approved:

Current Property: Current Address:

Property Mgr.: Resident Svc.:

Locks Change: YES/NO Date of Change: Temporary Move: YES/NO Current BR Size:

ET Safe Options on the Property: YES/NO ET Safe Options at Other Currently Mged Locations: YES/NO If PBV or Mobile Voucher Holder, Has PHA been contacted for help?: YES/NO

Does Resident have Subsidy: YES/NO Section 8 Project Based Rental Assist?: YES/NO Section 8/MRVP Project Based Voucher: YES/NO
 Property Mgr. Verify: YES/NO Housing Choice or MRVP Mobile Voucher: YES/NO LIHTC/Other Affordable Low/Mod Program: YES/NO

Resident/Applicant, please check off the properties you are interest in applying to for emergency transfer to in Please APPLY first Column.

Resident, Please Apply as marked	County	Property	Address 1	City	State	Family or Mixed/Elderly Restrict	Mgmt. Co.	Primary Subsidy Program	0BR	1BR	2BR	3BR	4BR	5BR	6 BR
	Suffolk County	XYZ Sample1	XYZ Sample1	Boston	MA	Family	Peabody Properties	LIHTC/PBV/ Other		X	X	X			
	Suffolk County	XYZ Sample2	XYZ Sample2	Chelsea	MA	Family	Maloney	LIHTC/Other		X	X	X			
	Essex County	XYZ Sample3	XYZ Sample3	Salem	MA	Family	Peabody Properties	LIHTC/PBV/ Other		X	X	X			
	Suffolk County	XYZ Sample4	XYZ Sample4	Jamaica Plain	MA	Elderly Restriction or, Handicapped or Disabled	Maloney	Section 8 PBRA		X	X				
	Bristol County	XYZ Sample5	XYZ Sample5	New Bedford	MA	Family	Peabody Properties	Sec.8 PBRA/LIHTC		X	X	X			
	Plymouth County	XYZ Sample6	XYZ Sample6	Hanover	MA	Family	Maloney	LIHTC/Other		X	X	X			

VAWA MASS MUTUAL PARTICIPATION
EMERGENCY TRANSFER PLAN
QUICK STEPS (DRAFT)

The Property Manager/Resident Service Coordinator(depending upon internal organization processing) will offer the survivor of domestic violence, dating violence, sexual assault, stalking, the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation Form (HUD 5382) to be completed and signed although a verbal request is adequate by the resident when seeking VAWA protections. Schedule a confidential meeting with the resident to

- Gather the facts of the incident.
- Offer again, but do not require the resident the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation Form (HUD 5382)
- Obtain any additional supporting information that resident may have and want to share.
- Verify with Resident if they would like a Lock Change, and that documentation from a judge or other official has been received for co-head of households in accordance with state law.
- Verify with Resident if they wish to consider a lease bifurcation to remove the offending household member from home, explaining that there are legal aspects that must occur for this to be completed.
- Does the Resident wish to remain on site and if another unit becomes available transfer to a safe location on the property? Will this transfer be temporary until an external transfer is available?
- Does the Resident wish to request an external unit transfer to a permanent location; Review the Emergency Transfer Location Checklist with the Resident for them to determine what location(s) the resident deems safe. They will also be asked to complete a Property Specific or Common Preapplication for each location identified to be provided confidentially to the Property Manager who will verify eligibility of the safe location identified externally. NOTE: if the Resident is a Project Based or Housing Choice Voucher Holder, the Housing Authority administrating the subsidy must approve of any transfer and assist in the relocation.
- If the resident requests an emergency transfer the Organizations designated staff person will offer the resident the Emergency Transfer Request for Certain Survivors of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form (HUD 5383), although the resident is not required to complete this form when requesting a transfer.

The Property Manager would complete the process for unit transfers if the resident requested a temporary or permanent transfer. They will identify if any units are available or coming up that meet the eligibility needs of the household. If they do, then they may complete the unit transfer as soon as the unit is available. Alternatively, if the Resident Request permanent location off site.

The Property Manager will download from the NEAHMA web site the current Resident Self-identified Safe Choice Locations Checklist for the Mass Mutual Participating properties for emergency transfers. and take the following actions:

The Manager will verify that the locations selected have the appropriate size/type units as well as all HUD Multifamily affordable program eligibility for the resident needs. Does the resident currently transferring have Section 8 Project Based Rental Assistance therefore they will need that type of assistance in the transfer properties?

The Manager will review the Property Specific or Common Pre-Application for Completeness and Save to their confidential document management procedures for their organization and share with the Property Managers of the locations selected and possibly meet eligibility requirements that this is an Emergency Transfer application, and the family should be placed on the waiting list with a date of the request. Confirmation of receipt should be made to the property manager.

The Property Managers of the Properties Identified As A Potential Safe Location will identify any vacancies available or soon to be available, if none are forthcoming notify the existing location Property Manager where the request originated from and then place the Survivor on the appropriate waiting list(s) and in maintaining the confidentially assign the organization specific code (to identify the emergency preference. This is not to be shared outside your company specific organization. The Common Pre-Application must be controlled by the Property Manager for existing and potential transfer safe locations in a separate locked and secured file cabinet until the resident is permanently moved to a safe location. NOTE: Regardless of which household member is the Survivor of domestic violence, dating violence, sexual assault, and/or stalking the entire household must vacate the unit and/or transfer to the new apartment without the perpetrator. Also, any moving related costs are borne by the family, but the Organization's designated individual will help to identify resources to pay for the move.