**Dane CoC Written Standards Checklist- Emergency Transfer Plan**

CoC & ESG Projects where funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance or operating costs. ESG Prevention Projects that use funds for short- and/or medium-term rental assistance.

**Agency:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Program(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **Standards** | **Yes** | **No** | **Comments/Plan for Improvement** |
| 1. Persons may not be denied assistance, terminated from assistance or evicted as a result directly related to experiencing domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, gender expression or actual or perceived sexual orientation, if the person otherwise qualifies for the project. 24 CFR 5.2005(b)(1)  |  |  |  |
| 2. Program participants may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if:  a. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and  b. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking. (24 CFR 5.2005(b)(2)  |  |  |  |
| 3. The Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (HUD Form 5382) must be provided to program applicants/participants (in the language they request) when they are accepted or denied transitional or permanent housing, served an eviction notice or terminated from assistance. CoC and ESG program grantees must document that participants were informed of their rights and provided copies of the notices. A signed copy of acknowledgement must be maintained in client files. If person refuses or is unable to sign, provider will document provision of forms and attempt to get signature. For applicants who do not become participants, providers must keep files of signed documents for three years. 24 CFR 5.2005 (a)(1)(2)(3)  |  |  |  |
| 4. When a housing provider is entering into a lease agreement with a participant, they must include the VAWA Lease Addendum (HUD Form 91067) which is to be signed by both the tenant and the housing provider.  |  |  |  |
| 5. CoC and ESG-funded programs using funds for rental assistance are required to include VAWA notification and confidentiality requirements in a contract with the owner or manager of the housing unit(s). The program must ensure that the owner or manager of the housing provides HUD forms 5380 and 5382 to the program participant with any notification of eviction. (24 CFR 578.99(j) (4)(5) |  |  |  |
| 6. All information regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is or has experienced such violence or staking, must be kept confidential. This includes keeping confidential the new location of the unit of the program participant. Confidentiality also means that providers and/or property owners or managers may not:  a. Enter the information into any shared database except the authorized DV comparable database;  b. Allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; or  c. Provide the information to any other entity or individual, except to the extent that the disclosure is:  i. Requested or consented by the individual, in writing stating permission to release the information on a time-limited basis;  ii. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or  iii. Otherwise required by applicable law  d. If program disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the program will inform the victim before disclosure occurs so that safety risks can be identified and addressed. 24 CFR 5.2005 (e)(4)  |  |  |  |
| 7. Upon request for an emergency transfer, the housing provider must establish an individualized plan with the tenant and provide a copy of the plan to the tenant in writing. The housing provider will offer to assist participants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.  |  |  |  |
| 8. Program staff must complete an immediate initial emergency transfer if a safe unit can be identified. The participant will move to the new unit without having to undergo an application process. Program staff will assist participants in planning for the move and establishing residency in new location. 24 CFR 5.2005(e)(5)(6)  |  |  |  |
| 9. If a participant must move outside of the current project to locate a safe unit, the program staff must communicate with the Coordinated Entry Manager to complete an external emergency transfer. The participant will move to another unit as soon as a unit is identified as available, and on its face, it appears that the tenant is eligible. The applicant will subsequently undergo an application process in order to establish permanent residency in the new unit. 24 CFR 5.2005 (e)(7) |  |  |  |
| 10. Program participants requesting an emergency transfer will be prioritized above any other households for open units. 24 CFR 5.2005 (e)(3) |  |  |  |
| 11. The program participant will make a decision on whether or not a unit qualifies as a safe unit |  |  |  |
| 12. Program participants may request an external emergency transfer. Participants may also request both an internal and external transfer at the same time in order to speed up the process of identifying a new unit. 24 CFR 5.2005(e)(7)(8) |  |  |  |
| 13. Agencies participating in Coordinated Entry must accept emergency transfers as they have available units that are deemed safe. 24 CFR 5.2005(e)(7) |  |  |  |
| 14. Program staff will work together to ensure a timely transfer to a new safe unit, ideally within 60 days. If needed, the participant may seek shelter while a permanent safe unit is being secured. |  |  |  |
| 15. For families receiving tenant-based rental assistance, if the family separates in order to affect an emergency transfer, the housing provider must work with the members requesting a transfer to locate new housing and with the family members exiting from the program on housing stability. This may include working with the landlord so the family can stay in the unit or work towards a mutual lease termination. The housing provider will conduct a housing search with the family members for 90 days and if not housed, connect to another provider for ongoing assistance. 24 CFR 5.2005(e)(9) |  |  |  |
| 16. Housing providers are not required to request documentation. However, the housing provider, at its discretion, may make a written request for documentation from the tenant of the occurrence of domestic violence, dating violence, sexual assault, or stalking for which the emergency transfer is requested. Housing provider’s policies must include their policy for requesting documentation, if they choose to request documentation. The policy must be consistent with these standards and equally applied to all participants. Should the housing provider exercise its discretion to request documentation, it shall do so in writing. The written request shall inform the tenant of the types of additional documentation that may be provided, any one of which would be acceptable, and the period of time by which the documentation is to be provided. The period of time shall be no less than 14 days and may be extended by the provider. This documentation may include:  a. Certification Form (see Appendix)  b. A document:  i. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking or the effects of abuse;  ii. Signed by the applicant or tenant; and  iii. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking (see glossary); or  c. A record of a Federal, State, tribal or territorial or local law enforcement agency, court or administrative agency; or  d. A statement or other evidence provided by the applicant or tenant. If the housing provider receives documentation that contains conflicting information, the housing provider may require third-party documentation be obtained within thirty days of the request for third-party documentation. Conflicting information cannot be the result of the housing provider’s own personal biases or stereotypes about survivors. The housing provider may deny the emergency transfer request if documentation has not been provided. Participants are entitled to written notice of denials of emergency transfer requests that include specific grounds for denial, information on their right to grieve the denial, and a copy of the grievance process. 24 CFR 5.2007 |  |  |  |
| 17. Housing providers cannot place a limit on the number of emergency transfer requests made by a participant. |  |  |  |
| 18. Housing providers must keep a record of all emergency transfers requested under this plan and the outcomes of such requests, and retain these records for a period of three years, or for a period of time specified in program regulations. Requests and outcomes of such requests must be reported to HUD and the CoC Board of Directors annually. 24 CFR 5.2005(e)(12) |  |  |  |

Suggested Updates:

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