

<b>5-Year PHA Plan (for All PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires: 02/29/2016</b>
---	---	--

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

<b>A.</b>	<b>PHA Information.</b>																																
<b>A.1</b>	<p><b>PHA Name:</b> ___Bloomington HRA_____ <b>PHA Code:</b> ___MN152___</p> <p><b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): ___01/2020_____</p> <p><b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																									
		PH	HCV																														
Lead PHA:																																	

<b>B.</b>	<b>5-Year Plan.</b> Required for <u>all</u> PHAs completing this form.
<b>B.1</b>	<p><b>Mission.</b> State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years.</p> <ul style="list-style-type: none"> <li>• Provide affordable housing for people not adequately served by market-rate housing.</li> <li>• Coordinate efforts to preserve existing neighborhoods and affordable housing.</li> <li>• Promote development and redevelopment that enhances Bloomington and adds to the existing affordable housing stock.</li> </ul>
<b>B.2</b>	<p><b>Goals and Objectives.</b> Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <p>Expand the supply of assisted housing.</p> <ul style="list-style-type: none"> <li>• Leverage private or other public funds to create additional housing opportunities.</li> <li>• Acquire or build units or developments.</li> </ul> <p>Improve the quality of assisted housing.</p> <ul style="list-style-type: none"> <li>• Improve voucher management: (Implement changes necessary if SEMAP score falls below high performer status).</li> <li>• Increase customer satisfaction.</li> <li>• Concentrate on efforts to improve specific management functions: (list; e.g., improve programmatic efficiencies; voucher unit inspections).</li> <li>• Maintain all HRA-owned rental units at a high standard.</li> </ul> <p>Increase assisted housing choices</p> <ul style="list-style-type: none"> <li>• Conduct outreach efforts to potential voucher landlords.</li> <li>• Promote development of affordable rental units.</li> </ul> <p>Provide an improved living environment</p> <ul style="list-style-type: none"> <li>• Continue Housing Quality Standards (HQS) inspections to preserve and existing rental units.</li> </ul> <p>Promote self-sufficiency and asset development of assisted households</p> <ul style="list-style-type: none"> <li>• Provide or attract supportive services to increase independence for the elderly or families with disabilities.</li> <li>• Administer Rental Homes for First-Time Home Buyers program.</li> <li>• Provide homeownership opportunities to low/moderate income households through the Homes Within Reach land trust.</li> </ul> <p>Ensure equal opportunity and affirmatively further fair housing.</p> <ul style="list-style-type: none"> <li>• Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, sexual orientation, gender identity, marital status and disability.</li> <li>• Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, sexual orientation, gender identity, marital status and disability:</li> </ul>

<p><b>B.3</b></p>	<p><b>Progress Report.</b> Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>Expand the supply of assisted housing.</p> <ul style="list-style-type: none"> <li>• The HRA has project-based eight Section 8 Housing Choice in a new market-rate multi-family development, thus providing a housing opportunity in a development otherwise not affordable to participants in the program.</li> <li>• Provided eight affordable homeownership opportunities through partnerships with the Homes Within Reach Land Trust (six homes) and Twin Cities Habitat for Humanity (two homes).</li> <li>• The HRA is assisting in the development of 42 Low Income Housing Tax Credit (LIHTC) rental units on land owned by the HRA. Leasing will begin by early 2020.</li> <li>• The HRA has in the City of Bloomington’s Naturally Occurring Affordable Housing (NOAH) workgroup to identify strategies to preserve these units in the city.</li> <li>• Assisted in the drafting and adoption by the City of the Opportunity Housing Ordinance. This comprehensive ordinance includes a mandatory requirement to include a percentage of affordable units in all new multi-family development in the city. The ordinance also includes 90-day tenant protection period for tenants living in a NOAH property that has been sold.</li> </ul> <p>Improve the quality of assisted housing.</p> <ul style="list-style-type: none"> <li>• The HRA continues to improve the management of the Section 8 Housing Choice Voucher Program, most recently by switching to electronic payment of housing assistance payment to rental property owners.</li> <li>• The HRA remains a high performer per the Section 8 Management Assessment Program (SEMAP) my HUD.</li> <li>• All HRA-owned properties are maintained at a high level and receive capital investments every year.</li> </ul> <p>Increase assisted housing choices</p> <ul style="list-style-type: none"> <li>• The HRA sponsors the Bloomington Rental Housing Collaborative to provide a network for owners and managers to network and share information and provide informational speakers.</li> <li>• The HRA is continually meeting with affordable housing developers to pursue the development of more housing in the city, including affordable units such as the LIHTC project described above.</li> </ul> <p>Provide an improved living environment</p> <ul style="list-style-type: none"> <li>• The HRA performs Housing Quality Standards (HQS) inspections on all units assisted by the Section 8 Housing Choice Voucher Program.</li> </ul> <p>Promote self-sufficiency and asset development of assisted households</p> <ul style="list-style-type: none"> <li>• The HRA has assisted ten families purchase their first home through our Rental Homes for First-Time Home Buyers program.</li> <li>• The HRA co-sponsors the Home Stretch first-time homebuyers training with the local CAP agency.</li> </ul> <p>Ensure equal opportunity and affirmatively further fair housing.</p> <ul style="list-style-type: none"> <li>• The HRA the Bloomington Human Rights Commission coordinated the drafting and adoption of a Fair Housing Policy by the City Council in 2018.</li> </ul>
<p><b>B.4</b></p>	<p><b>Violence Against Women Act (VAWA) Goals.</b> Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>The Bloomington HRA will continue to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking through the implementation of our VAWA policy as described in Appendix E of our HCV Administrative Plan and included here as Attachment 1. This policy includes that the HRA will be in compliance with all legal requirements of VAWA; ensure the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking who are assisted by the HRA; and provide needed emergency transfers to such victims.</p> <p>In addition, the HRA will continue its decades long partnership with Cornerstone Advocacy to provide services and housing to children and adult victims of domestic violence, dating violence, sexual assault, or stalking. Specifically the HRA provides five project-based vouchers in rental units owned by Cornerstone to ensure their affordability to the tenants. Also, the HRA leases a HRA-owned four unit apartment building to Cornerstone for \$1 annually for Cornerstone to provide transitional housing for children and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p>
<p><b>B.5</b></p>	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>The Bloomington HRA defines the a significant amendment or modification to the Agency Plan to be:</p> <ul style="list-style-type: none"> <li>• Significant changes to the local preference policies of the HCV Program.</li> <li>• Significant changes to the termination policies of the HCV Program.</li> </ul>
<p><b>B.6</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N  <input type="checkbox"/> <input type="checkbox"/> (Comment period open until September 10<sup>th</sup>.)</p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

<b>B.7</b>	<b>Certification by State or Local Officials.</b>  <a href="#">Form HUD 50077-SL</a> , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
------------	---

## Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs

---

### A. PHA Information [24 CFR §903.23\(4\)\(e\)](#)

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table.

### B. 5-Year Plan.

**B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

**B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

**B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

**B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

**B.5 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

#### B.6 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB provide comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

---

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**HOUSING AND REDEVELOPMENT AUTHORITY  
in and for the City of Bloomington**

**VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

**I. Purpose and Applicability**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), VAWA Reauthorization Act of 2013, Pub. L. 113-4, Title VI, 127 Stat. 54 (March 7, 2013) and more generally to set forth the Bloomington Housing and Redevelopment Authority’s (BHRA) policies and procedures regarding domestic violence, sexual assault, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by BHRA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, sexual assault, dating violence, or stalking as well as female victims of such violence.

**II. Goals and Objectives**

This Policy has the following principal goals and objectives:

- Maintaining compliance with all applicable legal requirements imposed by VAWA;
- Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking who are assisted by BHRA;
- Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- Creating and maintaining collaborative arrangements between BHRA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by BHRA; and
- Taking appropriate action in response to an incident or incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by BHRA.

**III. Other BHRA Policies and Procedures**

This Policy shall be referenced in and attached to BHRA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of BHRA's Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan for the BHRA's Section 8 Housing Choice Voucher Program. BHRA's annual public housing agency plan shall also contain information concerning BHRA's activities, services or programs relating to domestic violence, sexual assault, dating violence, and stalking.

#### IV. Definitions

As used in this Policy:

- A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- B. *Dating Violence* – means violence committed by a person –
1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. 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.
    - (iii) The frequency of interaction between the persons involved in the relationship.
- C. *Stalking* – means –
1. to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
  2. 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;
- D. *Affiliated Individual* – means, with respect to an individual –
1. a spouse, parent, brother, sister, or child of that individual, or an individual to whom that person stands in loco parentis; or
  2. any individual, tenant, or lawful occupant living in the household of that individual.

- E. *Perpetrator* – means person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.
- F. *Sexual Assault* – means any nonconsensual sexual act proscribed by Federal, tribal, State law, including when the victim lacks capacity to consent.

## V. Admissions and Screening

- A. *Non-Denial of Assistance*. BHRA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, sexual assault, dating violence, or stalking, provided that such person is otherwise qualified for such admission. A VAWA self-petitioner may indicate that they are in “satisfactory immigration status” when applying for assistance. “Satisfactory immigration status” means an immigration status which does not make the individual ineligible for financial assistance.
- *Mitigation of Disqualifying Information*. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, dating violence, sexual assault or stalking, , BHRA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, BHRA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence, dating violence, sexual assault or stalking and its probable relevance to the potentially disqualifying information.

## VI. Termination of Tenancy or Assistance

- A. *VAWA Protections*. Under VAWA, persons assisted under the Section 8 rental assistance program (and affiliated individuals) have the following specific protections, which will be observed by BHRA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim or threatened victim of that violence.
  2. In addition to the foregoing, tenancy assistance or occupancy rights will not be terminated by BHRA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against

termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (i) Nothing contained in this paragraph shall limit any otherwise available authority of BHRA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, sexual assault, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither BHRA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, sexual assault, dating violence or stalking than that applied to other tenants.
- (ii) Nothing contained in this paragraph shall be construed to limit the authority of BHRA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or BHRA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

**B. *Removal of Perpetrator.*** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, BHRA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against an affiliated member or other individual. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by BHRA. Note: Tenants who were not already eligible prior to bifurcation may have up to 90 days to establish eligibility for the same covered program the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease, establish eligibility for another covered housing program, or find alternative housing.

## **VII. Verification of Domestic Violence, Dating Violence or Stalking**

**A. *Requirement for Verification.*** The law allows, but does not require, BHRA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., BHRA shall require verification in all cases where an individual claims protection against an action involving



such individual proposed to be taken by BHRA. Section 8 owners or managers receiving rental assistance administered by BHRA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to BHRA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, sexual assault, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form. The name of the perpetrator must only be provided if known by the survivor of domestic or sexual violence protected by VAWA and if the survivor determines it is safe to provide the name.
2. *Other documentation* - by providing to BHRA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the victim has sought assistance in addressing the domestic violence, sexual assault, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. *Police or court record* - by providing to BHRA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, records of an administrative agency, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, sexual assault or stalking, and who is requested, in writing, by BHRA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays). Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Administrator of BHRA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other

corroborating evidence. Such waiver may be granted in the sole discretion of the Administrator, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

### **VIII. Confidentiality**

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, sexual assault, dating violence or stalking) provided to BHRA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party and the BHRA in confidence and shall neither be entered in any shared database nor provided to any related entity or individual, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants participating in the Section 8 rental assistance program administered by BHRA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

C. *Right to withhold name.* The victim must only provide the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide.

### **IX. Transfer to New Residence**

See VAWA Emergency Transfer Policy in Appendix J.

### **X. Court Orders/Family Break-up**

A. *Court orders.* It is BHRA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by BHRA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other BHRA policies regarding family break-up are contained in BHRA's Section 8 Administrative Plan in Section V: Ongoing Occupancy. F Family Break-up. If the family break-up results from an occurrence of domestic violence, sexual assault, dating violence, or stalking, the BHRA will ensure that the victim retains assistance.

### **XI. Relationships with Service Providers**

It is the policy of BHRA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If BHRA staff become aware that an individual assisted by BHRA is a victim of domestic violence, sexual assault, dating violence or stalking, BHRA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring BHRA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. BHRA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which BHRA has referral or other cooperative relationships.

## **XII. Notification**

BHRA shall provide written notification to applicants (when admitted or denied admission to the BHRA's Section 8 program), tenants (with any notice of termination), and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance. Such notices will be provided according to the BHRA's Limited English Proficiency (LEP) policy (see Appendix F).

## **XIII. Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, sexual assault, dating violence or stalking.

## **XIV. Amendment**

This policy may be amended from time to time by BHRA as approved by the BHRA Board of Commissioners.

## **XV. Resources**

Victims of domestic violence or other concerned parties may seek assistance from a variety of resources, including the following organizations and hotlines:

Cornerstone	952-884-0330
Minnesota Day One Crisis Hotline	1-866-223-1111
Sexual Assault Hotline	1-800-646-4673