

# Georgia Coalition Against Domestic Violence

## Violence Against Women Act (VAWA) Policies and Procedures

### A. Overview

In compliance with the HUD Final Rule Implementing the VAWA Reauthorization Act of 2013 and the Department of Community Affairs the Georgia Coalition Against Domestic Violence (GCADV) is adopting the policies and procedures set forth by the Georgia Balance of State Continuum of Care (BoS CoC). These policies include provisions for protections of victims of domestic violence, dating violence, sexual assault sexual battery or stalking, regardless of sex. Gender identity, gender expression or actual or perceived sexual orientation.

### B. Notification of Occupancy Rights under VAWA

All CoC-funded RRH and PSH programs must provide written notification to applicants, participants, and property owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

1. All CoC-funded programs must provide applicants and participants the following:
  - HUD Form 5380, *Notice of Occupancy Rights under the Violence Against Women Act* form that explains the VAWA protections including the right to confidentiality, and any limitations on those protections.
  - HUD Form 5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking or Alternate Documentation* form to be completed by the victim to document that the applicant or resident is a victim of domestic violence, dating violence, sexual assault, or stalking.<sup>2</sup>
2. HUD Forms 5380 and 5382 must be provided to each person seeking or receiving CoC housing assistance at the following times:
  - i. At the time the person is denied housing;
  - ii. At the time the person is admitted to housing;
  - iii. When a participant receives notification of eviction;

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<sup>1</sup> The final HUD Rule implementing VAWA applies to CoC-funded Rapid Re-Housing (RRH) and PSH programs funded under a CoC NOFA published on or after December 16, 2016. However, the core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, applied upon enactment of VAWA 2013 on March 7, 2013.

<sup>2</sup> Both forms are available at [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/hudclips/forms/hud5](https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud5) in multiple languages.

iv. When a participant is notified of termination of program assistance; and

v. ***For existing program participants:***

- During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or,
- If there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, the tenant shall receive the forms by mail.

3. Landlords must also receive notice of VAWA obligations and agree to certain VAWA commitments:

i. CoC rental assistance programs must provide copies of the HUD Forms to the property owner or manager at the time of lease-up and every re-certification as part of the lease renewal.

ii. Any contract between the recipient/sub-recipient and the Landlord must include:

- The requirement to comply with VAWA provisions as promulgated in 24 CFR part 5, subpart L;
- A commitment from the Landlord to provide the HUD Forms 5380 and 5382 to the program participant with any notification of eviction and comply with VAWA's confidentiality requirements;
- The requirement on the Landlord to include
  - (1) a lease provision that includes **all requirements that apply to tenants, the owner or the lease under VAWA**, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c), and
  - (2) language in the lease that permits the program participant to terminate the lease, sublease or occupancy agreement without penalty if the program participant qualifies for an emergency transfer.

iii. Sponsor-based housing programs must include the following in any lease, sublease, or occupancy agreement:

- (1) a lease provision that includes **all requirements that apply to tenants, the owner or the lease under VAWA**, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c), and
- (2) language in the lease that permits the program participant to terminate the lease, sublease or occupancy agreement without penalty if the program participant qualifies for an emergency transfer.

iv. ***For existing participating landlords:*** During the 12-month period following December 16, 2016, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, HUD Forms 5380 and 5382 must be mailed to the property owner or manager. A VAWA Lease Addendum must be executed and returned by the property owner or manager and then executed by the participant.

### C. Protections Provided Under the VAWA

VAWA provides specific protections for victims of domestic violence, dating violence, sexual assault or stalking as follows:

1. CoC programs may not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the person has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for admission or assistance.
  - a. If the program receives adverse information about an applicant/household member and is aware that domestic violence might be involved, the program shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If the program determines that there is such a connection, then the program will disregard the adverse information.

A substantial connection includes, but is not limited to, where a victim loses financial support (e.g. victim's job or perpetrator's wages) due to domestic violence and is evicted (or receives a negative landlord reference) for late or nonpayment of rent; where a victim is evicted or receives a negative landlord reference due to property damage and/or noise or other interference with neighbors caused by the perpetrator; and where a victim receives a negative landlord reference for breaking a lease prior to its expiration due to domestic violence.
2. CoC programs may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit. An "imminent threat" is a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
3. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as either a serious or repeated lease or program violation by the victim or as good cause to terminate the lease or assistance of the victim.
4. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating assistance of the lease of a resident if a member of the resident's household, a guest, or another person under the resident's control is the one engaging in the criminal activity, and the resident or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.
5. CoC programs have the authority to terminate the lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.
6. Common Application of Protections Afforded:
  - a) Where a perpetrator causes property damage, program assistance may not be terminated nor shall a sponsor-based program evict the victim of domestic violence, dating violence, sexual assault or stalking because of such property damage.
  - b) Where nonpayment of rent or other charges due a sponsor-based program is caused

by the perpetrator, and where the victim of domestic violence, dating violence, sexual assault or stalking removes said perpetrator from the lease, the program shall offer the remaining household members a reasonable repayment plan (without charging late fees but may recover costs) and shall not evict the remaining members for such nonpayment so long as they substantially comply with said plan.

#### **D. Limitations of VAWA Protections**

1. Nothing in this policy limits the authority of the BoS CoC or CoC programs, when notified of a court order, to comply with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking, or the distribution of property among household members.
2. Nothing in this policy limits any available authority of the BoS CoC or CoC programs to evict or terminate assistance to a resident or tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant.

However, the BoS CoC nor CoC programs may not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

3. Nothing in this section limits the authority of CoC programs to issue a termination of assistance or evict a tenant if the program can demonstrate an actual and imminent threat would be present if that tenant or lawful occupant is not evicted or terminated from assistance. The threat can be to other tenants or those employed at or providing service to the property or site. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the following definition:
  - A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
4. Any termination of assistance or eviction, as provided in paragraph D(3) of this section should be utilized only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property or site, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

#### **E. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

1. If an applicant or tenant requests or may be subject to VAWA protections as defined in this policy, the program must provide the alleged victim with HUD form 5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation* and request that it or other documentation as listed below be returned

within 14 business days. The program may, but is not required, to extend the period to submit the documentation with the approval of the Collaborative Applicant. In response to this request, the resident may complete HUD form 5382 or provide one of the following types of third party documentation:

- a) A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and their family;
- b) Restraining or civil protection orders;
- c) Medical records or statement from medical professional;
- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;
- h) Statements signed by workers from a domestic violence shelter or other domestic violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if victim attended counseling;
- j) Statement signed by an attorney from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking.
- k) Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence providers as accepted at the discretion of the housing provider.

Any statements that are signed by above-mentioned professionals must specify that the professional believes the incident or incidents of domestic violence occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking. The victim must also sign same statements.

## 2. Conflicting Evidence

- a) If the program receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim of the other petitioning household members as the abuser or perpetrator), the program may request third-party documentation from victims in order to resolve the conflict.
- b) The victim must provide the third party documentation within 30 days.
- c) If the victim is dissatisfied with the results of the conflict resolution, the victim may appeal the decision following the housing providers' standard appeals policies and procedures.

3. If the victim fails or refuses to provide documentation as required in this section, the program does not have to provide the victim with the protections contained in this policy.

## **F. Considerations for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

The housing program must consider:

1. The nature and severity of each case while exercising discretion on whether or not family members or their guests pose an actual **and** imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
  - a) Transferring the victim
  - b) Barring the perpetrator from the property
  - c) Lease bifurcation
  - d) Contacting law enforcement
2. Undertaking whatever actions permissible and feasible under the program to assist victims of domestic violence, dating violence, sexual assault, or stalking. (e.g., bear some or all of the moving cost of the transfer, etc.), subject to availability of funding and resources.
3. Removing the perpetrator of domestic violence from the lease, while the remaining family members stay in the assisted unit, with notification of the BoS CoC.
4. The effects of denial or termination of assistance on other family members who were not involved in the offense.
5. The conditions barring the culpable household member from residing in or visiting the unit.
6. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
7. The range of evidence as proof of domestic violence, dating violence, sexual assault or stalking, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-5382.

## **G. Confidentiality**

All information provided regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the BoS CoC, providers or property owner or manager may not:

1. enter the information into any shared database except the authorized DV comparable database;
2. 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
3. provide the information to any other entity or individual, except to the extent that the

disclosure is:

- (i) requested or consented to by the individual in writing in a time-limited basis;
- (ii) required for use in an eviction proceeding or termination of assistance; or
- (iii) otherwise required by applicable law.

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.

## **H. Emergency Transfer Plan**

1. The BoS CoC is concerned about the safety of its CoC clients, and such concern extends to CoC clients who are victims of domestic violence, dating violence, sexual assault, sexual battery or stalking. In accordance with the Violence Against Women Act (VAWA), the BoS CoC allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request, through the client's housing provider, an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, gender expression, or actual or perceived sexual orientation.
2. The ability of the BoS CoC and the housing provider to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and, in the case of sponsor-based housing, whether the housing provider has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.
3. This Emergency Transfer plan and HUD form 5383 identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the BoS CoC, its recipients and sub-recipients ("housing providers") comply with VAWA.

### **Eligibility for Emergency Transfers**

- a) A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer under the following conditions:
  - If the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in the same unit that the tenant is occupying; or
  - If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- b) A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
- c) Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## Emergency Transfer Request Documentation

- a) To request an emergency transfer, the tenant must submit a written request for a transfer in accordance with the procedures described in this plan. The housing provider will provide reasonable accommodations to this policy for individuals with disabilities.
- b) The tenant's written request for an emergency transfer may be made by either by: (i) completing and submitting the CoC's HUD Form 5383 or (ii) submitting third party documentation acceptable to the BoS CoC with a written request which includes either:
  - A statement expressing that 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 assisted under housing provider's program; OR
  - A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

## Confidentiality

- a) The BoS CoC and the housing program must ensure that private information of victims of domestic violence, dating violence, sexual assault, or stalking is protected in accordance with VAWA requirements. If the client is entitled to protection, the client's housing program must notify the owner in writing that the client is entitled to protection under VAWA and work with the owner on the client's behalf. Any further sharing or disclosure of the client's information will be subject to the requirements of 24 CFR 5.2007 as described below.
- b) The information under the *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation* form will remain confidential and will be used by the BoS CoC and the housing program only to provide the victims with the exceptions and protections under VAWA.
- c) The BoS CoC and the housing program will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the BoS CoC and/or the housing program written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed the act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act* form for more information about the BoS CoC and programs' responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## Emergency Transfer Timing and Availability

- a) Recipients of Tenant-Based Rental Assistance
  - i. Neither the BoS CoC nor the provider can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The CoC and the provider, however, will act as quickly as possible to assist a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking move with

their rental assistance.

- ii. If a family who is receiving TBRA separates, the family's TBRA and any utility assistance shall continue for the family members who are not evicted or removed. However, if the family's eligibility for housing was based on the evicted or removed individual's disability or chronically homeless status, the remaining members may stay in an assisted unit until the expiration of the current lease term.

b) Recipients of PSH Project or Sponsor-Based or Master-Leased Housing

- i. Neither the BoS CoC nor the provider can guarantee that a transfer request will be approved or how long it will take to process a transfer request. The provider, however, will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same project, subject to immediate availability and safety of a unit.
- ii. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit within same property or other property operated by the provider that the tenant believes is safe. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
- iii. For program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance and permanent supportive housing projects at another housing provider within the coordinated entry system, provided that the individual or family meets all eligibility criteria for such assistance. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- iv. If the family's eligibility for housing was based on the evicted individual's disability or chronically homeless status, the remaining members may stay in the project until the expiration of the current lease term.

### **Safety and Security of Tenants**

During processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

- a) Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or the Georgia Domestic Violence Hotline 1-800-33-HAVEN (1-800-334-2836), for assistance in creating a safety plan. For persons with hearing impairments, the national hotline can be accessed by calling 1-800-787-3224 (TTY).
- b) Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE (1-800-656-4673), or visit the online hotline at <https://ohl.rainn.org/online/>.
- c) Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

- d) Tenants who are or have been a victim of domestic violence, dating violence, sexual assault or stalking will be provided with HUD form 5380 that includes a list of local organizations offering assistance to victims of domestic violence.
- e) At the tenant's request, the provider will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **I. Lease Bifurcation**

1. The program may, in accordance with paragraph 2 of this section, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, against an affiliated individual or other individual:
  - Without regard to whether the household member is a signatory to the lease; and
  - Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
2. A lease bifurcation, as provided in paragraph 1 of this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any HUD requirements.

## **J. Assistance for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

1. Rental assistance programs will work with the property owner or manager to facilitate protections on the tenant's behalf. In addition, the BoS CoC will make determinations on a case-by-case basis based on the program's recommendation whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in the division of the household.
2. Housing programs may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, dating violence, sexual assault or stalking, including but not limited to the services and programs for domestic violence victims listed in **Appendix A** or sexual assault victims in **Appendix B**.

## **K. Non-discrimination**

Pursuant to VAWA and the policies of the BoS CoC, no applicant or tenant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault or stalking, gender identity or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under VAWA.

## Appendix A

### **Albany**

Liberty House of Albany, Inc.  
Crisis Line: (229) 439-7065

### **Blairsville**

Support in Abusive Family Emergencies, Inc.  
Crisis Line: (706) 379-3000

### **Blue Ridge**

North Georgia Mountain Crisis  
Crisis Line: (706) 632-8400

### **Brunswick**

Glynn Community Crisis  
Crisis Line: (912) 264-4357

### **Canton**

Cherokee Family Violence  
Crisis Line: (770) 479-1703

### **Carrollton**

Carroll County Emergency Shelter, Inc.  
Crisis Line: (770) 834-1141

### **Cartersville**

Christian League for Battered Women, Inc. (Tranquility House)  
Crisis Line: (770) 386-8779

### **Cedartown**

Polk County Women's Shelter, Inc.  
Crisis Line: (770) 749-9330

### **Clayton**

Fight Abuse in the Home (FAITH), Inc.  
Crisis Line: (888) 782-1338

### **Columbus**

Columbus Alliance for Battered Women, Inc.  
Crisis Line: (706) 324-3850

### **Conyers**

Project Renewal Domestic Violence Intervention Program, Inc.  
Crisis Line: (770) 860-1666

### **Cornelia**

Circle of Hope, Inc.  
Crisis Line: (706) 776-4673

### **Cumming**

Forsyth County Family Haven, Inc.  
Crisis Line: (770) 887-1121

### **Dahlonega**

NOA's Ark, Inc.  
Crisis Line: (706) 864-1986

### **Dalton**

Northwest Georgia Family Crisis Center, Inc.  
Crisis Line: (706) 278-5586

### **Hartwell**

Northeast Georgia Council on Domestic Violence  
Crisis Line: (706) 376-7111

### **Hinesville**

Tri-County Protective Agency, Inc.  
Crisis Line: (912) 368-9200

### **Jesup**

Wayne County Protective Agency, Inc.  
Crisis Line: (912) 588-0382

### **Lafayette**

Family Crisis Center of Walker, Dade, Catoosa, Chattooga Counties  
Crisis Line: (706) 375-7630

### **Lawrenceville**

Partnership Against Domestic Violence, Inc.  
Crisis Line: (770) 963-9799

### **Macon**

Crisis Line & Safe House  
Crisis Line: (478) 738-9800

### **McDonough**

Flint Circuit Council on Family Violence, Inc. (Haven House)  
Crisis Line: (770) 954-9229

### **Morrow**

Association on Battered Women of Clayton County, Inc. (Securus House)  
Crisis Line: (770) 961-7233

### **Rome**

Hospitality House for Women, Inc.  
Crisis Line: (706) 235-4673

### **St. Mary's**

Camden Community Crisis Center, Inc.  
Crisis Line: (912) 882-7858

### **Statesboro**

Citizens Against Violence, Inc.  
Crisis Line: (912) 764-4605

### **Thomasville**

Halcyon Home, Inc.  
Crisis Line: (229) 226-6666

### **Tifton**

Tifton Judicial Circuit Shelter, Inc. (Ruth's Cottage)  
Crisis Line: (229) 387-9664

### **Troup**

Harmony House, Inc.  
Crisis Line: (706) 885-1525

### **Valdosta**

Battered Women's Shelter, Inc. (The Haven)  
Crisis Line: (229) 244-1765

**Douglasville**

S.H.A.R.E. House, Inc.  
Crisis Line: (770) 489-7513

**Dublin**

Women in Need of God's Shelter, Inc.  
Crisis Line: (478) 272-8000

**Fayetteville**

Fayette County Council on Domestic Violence  
Crisis Line: 770-460-1604

**Gainesville**

Gateway House, Inc.  
Crisis Line: (770) 536-5860

**Greensboro**

Circle of Love Center, Inc.  
Crisis Line: (706) 453-7135

**Vidalia**

The Refuge Domestic Violence Shelter, Inc.  
Crisis Line: (912) 538-9935

**Warner Robins**

Warner Robins Salvation Army  
Crisis Line: (478) 923-6294

**Waycross**

Waycross Area Shelter d/b/a Magnolia House  
Crisis Line: (912) 285-5850

**Winder**

Peace Place, Inc.  
Crisis Line: (770) 586-0927

\*Listing from the Georgia Coalition Against Domestic Violence (GCADV) website.

## Appendix B

### **Crisis Line and Safe House of Central Georgia, Inc.**

Macon, GA 31201  
(478) 745-9292 Crisis  
Counties:  
Bibb, Crawford

### **FAITH/Fight Abuse in the Home**

Clayton, GA 30525-1964  
(888) 782-1338 Crisis  
Counties:  
Rabun, Stephens, Habersham

### **Harmony House**

Royston, GA 30662  
(706) 680-4723 Crisis  
Counties:  
Elbert, Franklin, Hart

### **No Center For This County**

Currently there is no rape crisis center to serve your county.

Please call 1-800-656-HOPE to locate the closest center.

Counties:  
Baldwin, Ben Hill, Candler, Dooly, Glascock, Greene, Hancock, Irwin, Jasper, Jones, Lincoln, Macon, Monroe, Morgan, Murray, Newton, Pulaski, Putnam, Schley, Taliaferro, Twiggs, Upson, Warren, Washington, Whitfield, Wilkes

### **Rape Crisis & Sexual Assault Services - University Hospital**

Augusta, GA 30901-2629  
(706) 724-5200 Crisis  
Counties:  
Burke, Columbia, Jefferson, McDuffie, Richmond

### **Safe Harbor Children's Advocacy Center & Connie Smith Rape Crisis Center**

Brunswick, GA 31520  
(912) 222-5507 Crisis  
Counties:  
Appling, Camden, Glynn, Jeff Davis, McIntosh, Wayne

### **Sexual Assault Center of NW GA**

Rome, GA 30162-6208  
(866) 655-8625 Crisis  
Counties:  
Bartow, Chattooga, Floyd, Gordon, Polk

### **Day League**

Decatur, GA 30030  
(404) 377-1428 Crisis  
Counties:  
DeKalb, Newton, Rockdale

### **Grady Rape Crisis Center**

Atlanta, GA 30303  
(404) 616-4861 Crisis  
Counties:  
Fulton

### **Harmony House Domestic Violence Shelter, Inc.**

LaGrange, GA 30240  
(706) 885-1525 Crisis  
Counties:  
Heard, Meriwether, Troup

### **North GA Mountain Crisis Network - Blue Ridge**

Blue Ridge, GA 30513

(706) 632-8400 Crisis  
Counties:  
Fannin, Gilmer, Pickens

### **Rape Crisis Center of the Coastal Empire, Inc.**

Savannah, GA 31412-8492  
(888) 241-7273 (912) 233-7273 Crisis  
Counties:  
Bryan, Chatham, Effingham, Evans, Liberty, Long, Tattnall

### **SAFE/Support in Abusive Family Emergencies, Inc.**

Blairsville, GA 30514  
(706) 379-3000 Crisis  
Counties:  
Townsend, Union

### **Sexual Assault Support Center, Inc.**

Columbus, GA 31904  
(706) 571-6010 Crisis  
Counties:  
Chattahoochee, Harris, Marion, Muscogee, Talbot, Taylor

### **Douglas County Task Force**

Douglasville, GA 30133  
(678) 715-1196 Crisis  
Counties:  
Douglas

### **Gwinnett Sexual Assault Center, Inc.**

Duluth, GA 30096-1329  
(770) 476-7407 Crisis  
Counties:  
Gwinnett, Rockdale

### **HODAC, Inc.**

Warner Robins, GA 31093-2948  
(800) 338-6745 Crisis  
Counties:  
Houston, Peach

### **Piedmont Rape Crisis Center**

Hoschton, GA 30548

(770) 586-5423 Crisis

Counties:  
Banks, Barrow, Jackson, Walton

### **Rape Response**

Gainesville, GA 30501  
(800) 721-1999 Crisis  
Counties:  
Dawson, Forsyth, Habersham, Hall, Lumpkin, White

### **Satilla Advocacy Services**

Waycross, GA 31501  
(912) 283-0987 Crisis  
Counties:  
Bacon, Brantley, Charlton, Coffee, Pierce, Ware

### **Sexual Assault Victim's Advocacy Center**

Ft Oglethorpe, GA 30742  
(800) 274-2211 or (706) 419-8775  
Counties:  
Catoosa, Dade, Walker

**Southern Crescent Sexual Assault Center**

Jonesboro, GA 30237  
(770) 477-2177 Crisis  
Counties:  
Butts, Clayton, Fayette, Henry,  
Lamar, Pike, Spalding

**Statesboro Regional Sexual Assault Center**

Statesboro, GA 30458  
(866) 489-2225 Crisis  
Counties:  
Bulloch, Jenkins, Screven

**The Cottage**

Athens, GA 30605  
(877) 363-1912 or (706) 353-1912  
Counties:  
Clarke, Madison, Oconee, Oglethorpe

**The Haven**

Valdosta, GA 31603  
(800) 334-2836 or (229) 244-1765  
Counties:  
Atkinson, Berrien, Brooks, Clinch,  
Colquitt, Cook, Echols, Lanier,  
Lowndes

**The Lily Pad, Inc.**

Albany, GA 31708  
(229) 435-0074 Crisis  
Counties:  
Baker, Calhoun, Clay, Crisp, Decatur,  
Dougherty, Early, Grady, Lee, Miller,  
Mitchell, Quitman, Randolph,  
Seminole, Stewart, Sumter, Terrell,  
Tift, Turner, Webster, Worth

**The Refuge Domestic Violence Shelter and Rape Crisis Center, Inc.**

Vidalia, GA 30475  
(912) 538-9935 Crisis  
Counties:  
Emanuel, Montgomery, Toombs,  
Treutlen, Wheeler

**The Treehouse Children's Advocacy Center**

Thomasville, GA 31799  
(229) 977-1639 Crisis  
Counties:  
Thomas

**West Georgia Prevention & Advocacy Resource Center**

Carrollton, GA 30112  
(770) 834-7273 Crisis  
Counties:  
Carroll, Coweta, Haralson, Heard

**WINGS/Women in Need of God's Shelter, Inc.**

Dublin, GA 31040-8277  
(478) 272-8000 Crisis  
Counties:  
Bleckley, Dodge, Johnson, Laurens,  
Telfair, Wilcox, Wilkinson

**YWCA of NW GA**

Marietta, GA 30064  
(770) 427-3390 Crisis  
Counties:  
Cherokee, Cobb, Paulding

\* Listing from the Georgia Network to End Sexual Assault (GNESA) website.

This document was adapted from an original written by the Miami-Dade Homeless Trust:

Miami-Dade County Homeless Trust. (2017, May 1). *Providers*. Retrieved June 1, 2017, from Miami-Dade County Homeless Trust: <http://www.homelesstrust.org/library/violence-against-women-act-policies-and-procedures.pdf>

**ELECTRONIC CODE OF FEDERAL REGULATIONS****e-CFR data is current as of May 16, 2017**[Title 24](#) → [Subtitle B](#) → [Chapter V](#) → [Subchapter C](#) → [Part 578](#) → [Subpart F](#) → §578.99

Title 24: Housing and Urban Development  
[PART 578—CONTINUUM OF CARE PROGRAM](#)  
[Subpart F—Program Requirements](#)

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**§578.99 Applicability of other federal requirements.**

In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following federal requirements:

(a) *Environmental review.* Activities under this part are subject to environmental review by HUD under 24 CFR part 50 as noted in §578.31.

(b) *Section 6002 of the Solid Waste Disposal Act.* State agencies and agencies of a political subdivision of a state that are using assistance under this part for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, these agencies and persons must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

(c) *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB), requires recipients to report subawards made either as pass-through awards, subrecipient awards, or vendor awards in the Federal Government Web site [www.fdrs.gov](http://www.fdrs.gov) or its successor system. The reporting of award and subaward information is in accordance with the requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to the federal agencies on September 14, 2010 (75 FR 55669).

(d) *The Coastal Barrier Resources Act of 1982* (16 U.S.C. 3501 *et seq.*) may apply to proposals under this part, depending on the assistance requested.

(e) *Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.* The requirements of 2 CFR part 200 apply to recipients and subrecipients, except where inconsistent with the provisions of the McKinney-Vento Act or this part.

(f) *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities under this program.

(g) *Audit.* Recipients and subrecipients must comply with the audit requirements of 2 CFR part 200, subpart F.

(h) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act do not apply to this program.

(i) *Section 3 of the Housing and Urban Development Act.* Recipients and subrecipients must, as applicable, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.

(j) *Protections for victims of domestic violence, dating violence, sexual assault, or stalking—(1) General.* The requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual

Assault, or Stalking), implementing the requirements of VAWA apply to all permanent housing and transitional housing for which Continuum of Care program funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. The requirements also apply where funds are used for homelessness prevention, but only where the funds are used to provide short- and/or medium-term rental assistance. Safe havens are subject only to the requirements in paragraph (j)(9) of this section.

(2) *Definition of covered housing provider.* For the Continuum of Care program, “covered housing provider,” as such term is used in HUD’s regulations in 24 CFR part 5, subpart L refers to:

(i) The owner or landlord, which may be the recipient or subrecipient, for purposes of 24 CFR 5.2005(d)(1) and 5.2009(a);

(ii) The recipient, subrecipient, and owner or landlord for purposes of 24 CFR 5.2005(d)(2) through (d)(4); and

(iii) The recipient, subrecipient, and owner or landlord for purposes of 24 CFR 5.2007. However, the recipient or subrecipient may limit documentation requests under §5.2007 to only the recipient or subrecipient, provided that:

(A) This limitation is made clear in both the notice described under 24 CFR 5.2005(a)(1) and the rental assistance agreement;

(B) The entity designated to receive documentation requests determines whether the program participant is entitled to protection under VAWA and immediately advise the program participant of the determination; and

(C) If the program participant is entitled to protection, the entity designated to receive documentation requests must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant’s behalf. Any further sharing or disclosure of the program participant’s information will be subject to the requirements in 24 CFR 5.2007.

(3) *Effective date.* The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, applied upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and at 24 CFR part 5, subpart L, is required for grants awarded pursuant to NOFAs published on or after December 16, 2016.

(4) *Notification requirements.* (i) The recipient or subrecipient must provide each individual or family applying for permanent housing and transitional housing and each program participant the notice and the certification form described in 24 CFR 5.2005 at each of the following times:

(A) When an individual or family is denied permanent housing or transitional housing;

(B) When a program participant is admitted to permanent housing or transitional housing;

(C) When a program participant receives notification of eviction; and

(D) When a program participant is notified of termination of assistance.

(ii) When grant funds are used for rental assistance, the recipient or subrecipient must ensure that the owner or manager of the housing provides the notice and certification form described in 24 CFR 5.2005(a) to the program participant with any notification of eviction. This commitment and the confidentiality requirements under 24 CFR 5.2007(c) must be set forth in a contract with the owner or landlord.

(5) *Contract, lease, and occupancy agreement provisions.* (i) Recipients and subrecipients must include in any contracts and leases between the recipient or subrecipient, and an owner or landlord of the housing:

(A) The requirement to comply with 24 CFR part 5, subpart L; and

(B) Where the owner or landlord of the housing will have a lease with a program participant, the requirement to include a lease provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

(ii) The recipient or subrecipient must include in any lease, sublease, and occupancy agreement with the program participant a provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The lease, sublease, and occupancy agreement may specify that the protections under 24 CFR part 5, subpart L, apply only during the period of assistance under the Continuum of Care Program. The period of assistance for housing where grant funds were used for acquisition, construction, or rehabilitation is 15 years from the date of initial occupancy or date of initial service provision.

(iii) Except for tenant-based rental assistance, recipients and subrecipients must require that any lease, sublease, or occupancy agreement with a program participant permits the program participant to terminate the lease, sublease, or occupancy agreement without penalty if the recipient or subrecipient determines that the program participant qualifies for an emergency transfer under the emergency transfer plan established under paragraph (j)(8) of this section.

(iv) For tenant-based rental assistance, the recipient or subrecipient must enter into a contract with the owner or landlord of the housing that:

(A) Requires the owner or landlord of the housing to comply with the provisions of 24 CFR part 5, subpart L; and

(B) Requires the owner or landlord of the housing to include a lease provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.005(b) and (c). The lease may specify that the protections under 24 CFR part 5, subpart L, only apply while the program participant receives tenant-based rental assistance under the Continuum of Care Program.

(6) *Transition.* (i) The recipient or subrecipient must ensure that the requirements set forth in paragraph (j)(5) of this section apply to any contracts, leases, subleases, or occupancy agreements entered into, or renewed, following the expiration of an existing term, on or after the effective date in paragraph (j)(2) of this section. This obligation includes any contracts, leases, subleases, and occupancy agreements that will automatically renew on or after the effective date in paragraph (j)(3) of this section.

(ii) For leases for tenant-based rental assistance existing prior to the effective date in paragraph (j)(2) of this section, recipients and subrecipients must enter into a contract under paragraph (j)(6)(iv) of this section before the next renewal of the lease.

(7) *Bifurcation.* For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

(i) If a family who is receiving tenant-based rental assistance under this part separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

(ii) If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under §578.75(i)(2). Otherwise, if a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

(8) *Emergency transfer plan.* The Continuum of Care must develop an emergency transfer plan for the Continuum of Care, and recipients and subrecipients in the Continuum of Care must follow that plan. The plan must comply with 24 CFR 5.2005(e) and include the following program requirements:

(i) For families receiving tenant-based rental assistance, the plan must specify what will happen with respect to the non-transferring family member(s), if the family separates in order to effect an emergency transfer.

(ii) For families living in units that are otherwise assisted under this part (assisted units), the required policies must provide that for program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or preferences established in accordance with §578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

(9) *Protections with respect to safe havens.* The following requirements apply to safe havens funded under this part:

(i) No individual may be denied admission to or removed from the safe haven on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.

(iii) The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

[77 FR 45442, July 31, 2012, as amended at 80 FR 75940, Dec. 7, 2015; 81 FR 80810, Nov. 16, 2016; 81 FR 87812, Dec. 6, 2016]

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[Need assistance?](#)