

MOTION:

**May 10, 2022
Regular Meeting
Res. No. 22**

SECOND:

RE: ACCEPT, BUDGET, AND APPROPRIATE \$107,198 OF HOUSING CHOICE VOUCHER GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND \$51,887 OF VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENT SERVICES GRANT FUNDS TO THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

ACTION:

WHEREAS, the United States Department of Housing and Urban Development (HUD) selected Prince William County Housing and Community Development on January 19, 2022, to receive a grant award in the amount of \$107,198 for the Fiscal Year (FY) 2022 Housing Choice Voucher (HCV) Family Self-Sufficiency Award; and

WHEREAS, the Family Self-Sufficiency Program is designed to assist HCV families in achieving economic independence and self-sufficiency through counseling, education, job training, and case management; and

WHEREAS, this one (1) time grant funding of \$107,198 will be used to supplement the existing Family Self-Sufficiency position and allow for the hiring of one (1) temporary part-time grant funded employee; and

WHEREAS, the Department of Behavioral Health and Developmental Services (DBHDS) created a State Rental Assistance Program (SRAP) to serve families and individuals with intellectual and developmental disabilities in the Settlement Agreement population who want to live in their own housing. Prince William County currently administers SRAP funding for both eleven (11) Project Based State Rental Assistance Program Vouchers and ten (10) Tenant Based Rental Assistance Program Vouchers. The award of \$51,887, for five (5) additional vouchers will increase the overall SRAP Rental Assistance Vouchers to 26; and

WHEREAS, the Housing Board was informed of the FY 2022 Housing Choice Voucher Family Self-Sufficiency award and endorsed hiring of one (1) temporary part-time grant funded position as well as acceptance of five (5) additional SRAP Rental Assistance Vouchers; and

WHEREAS, there are no general fund local tax support funds required in accepting these funds;

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NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby accepts, budgets, and appropriates \$107,198 of Housing Choice Voucher Grant Fund from the United States Department of Housing and Urban Development and \$51,887 of Virginia Department of Behavioral health and Development Services Grant Funds to the Office of Housing and Community Development;

BE IT FUTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive, or his designee, to sign all related documents necessary for submission to United States Department of Housing and Urban Development for Prince William County to access federal and state program funding as required and as approved as to form by the County Attorney's Office.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Acting Director Office of Housing and Community Development

ATTEST: _____
Clerk to the Board



STAFF REPORT

Board Meeting Date:	May 10, 2022
Agenda Title:	Accept, Budget, and Appropriate \$107,198 of Housing Choice Voucher Grant Funds from the United States Department of Housing and Urban Development and \$51,887 of Virginia Department of Behavioral Health and Development Services Grant Funds to the Office of Housing and Community Development
Requested Action:	Approve the resolution and accept, budget, and appropriate funding.
Department / Agency Lead:	Office of Housing and Community Development
Staff Lead:	Joan S. Duckett, Acting Director

EXECUTIVE SUMMARY

Prince William County Office of Housing and Community Development (OHCD) has received a competitive grant award authorized by The United States Department of Housing and Urban Development (HUD) for the Housing Choice Voucher (HCV) Family Self-Sufficiency (FSS) in the amount \$107,198. These funds are to assist HCV families in achieving economic independence and self-sufficiency through counseling, education, job training, and case management. The \$107,198 will be used to supplement the existing FSS staff position and allow for the hiring of a temporary part-time grant funded employee who will assist HCV families in achieving economic independence and self-sufficiency through counseling, education, job training, and case management.

The Department of Behavioral Health and Developmental Services (DBHDS) created a State Rental Assistance Program (SRAP) to serve families and individuals with intellectual and developmental disabilities in the Settlement Agreement population who want to live in their own housing. Prince William County currently administers SRAP funding for both eleven (11) Project Based State Rental Assistance Program Vouchers and ten (10) Tenant Based Rental Assistance Program Vouchers. The award of \$51,887 for five (5) additional vouchers will increase the overall Rental Assistance Vouchers to 26.

It is the recommendation of staff that the Prince William Board of County Supervisors (Board) accept, budget, and appropriate \$159,085 of federal and state revenue for Fiscal Year (FY) 2022 and authorize all unexpended balances specific to these funds to be re-appropriated to FY 2023 Budget.

BACKGROUND

HUD announced its FY 2022 Family Self-Sufficiency competitive grants were made available to Public Housing Authority's and Agencies. OHCD completed the necessary application and was awarded \$107,198 (maximum award) to be used to supplement the existing administrative costs for the FSS position and allow for the hiring of a temporary part-time grant funded employee. These funds will be used to provide program participants additional counseling, education, job training, and case management.

DBHDS created a SRAP to serve families and individuals with intellectual and developmental disabilities in the Settlement Agreement population who want to live in their own housing. The program is designed to provide rental assistance to single person families that meet the program eligibility criteria, so they have the means to lease private market rental housing that meets their needs. Individuals have the opportunity to choose where they live, who they live with, and who supports them. Services and supports will be provided through sources separate from their housing, including Medicaid Waiver-funded home and community-based services, natural supports, privately paid supports, and other community resources.

Prince William County currently administers SRAP funding from DBHDS for a Project Based SRAP where the Vouchers are directly obligated to a specific property serving eleven (11) properties with Vouchers. DBHDS has provided funding for Tenant Based Rental Assistance Vouchers which can be used within Prince William County and the City of Manassas. Currently the OHCD administers ten (10) Tenant Based Rental Assistance Vouchers. The additional award of \$51,887 for five (5) Tenant Based Assistance Vouchers will increase the total SRAP Rental Assistance Vouchers to 26.

The Housing Board was informed of the FY 2022 HCV FSS Award and approved hiring of one (1) temporary part-time grant funded position and acceptance of five (5) additional SRAP Rental Assistance Vouchers.

STAFF RECOMMENDATION

It is the recommendation of staff that the Board accept, budget, and appropriate \$107,198 of HCV FSS grant funds from HUD and \$51,887 of DBHDS grant funds to the OHCD for FY 2022 for the OHCD Budget.

Service Level / Policy Impact

Approval of FSS Funds and SRAP funding will have no increase in the number of persons provided with homelessness prevention and emergency shelter for FY 2022.

Approval of FSS Program funding will allow for continued in assisting HCV families in achieving economic independence and self-sufficiency through counseling, education, job training, and case management.

Approval of SRAP will increase the number of persons served from 21 to 26 under the SRAP.

Fiscal Impact

No costs will be incurred by the County by approving these items. The federal revenue is a one (1) time grant fund, and the state funds are provided annually. This action will increase the OHCD's FY 2022 revenue and expenditure budget by \$159,085 and authorize all unexpended balances specific to these funds to be re-appropriated to FY 2023 Budget.

Legal Impact

The Board has the legal authority to accept, budget, and appropriate funding.

STAFF CONTACT INFORMATION

Joan S. Duckett | (703) 492-2300
jduckett@pwcgov.org

ATTACHMENTS

1. FSS Grant Award FY22
2. DBHDS SRAP Memorandum of Agreement Number: 720-4887
3. EP3341998-V2_SRAP Prince William County Change Order

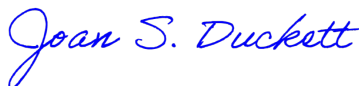
1. DATE ISSUED MM/DD/YYYY 01/24/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 451 7th Street S.W., Washington, DC, DC 20410 NOTICE OF AWARD
2. CFDA NO. 14.896 - Family Self-Sufficiency Program				
3. ASSISTANCE TYPE Project Grant				
4. GRANT NO. FSS22VA4455-01-00 Formerly		5. TYPE OF AWARD Other		
4a. FAIN FSS22VA4455		5a. ACTION TYPE New		
6. PROJECT PERIOD MM/DD/YYYY From 01/01/2022		Through 12/31/2022		
7. BUDGET PERIOD MM/DD/YYYY From 01/01/2022		Through 12/31/2022		
8. TITLE OF PROJECT (OR PROGRAM) Prince William County Office of HCD - FSS				

9a. GRANTEE NAME AND ADDRESS Prince William, County of 1 County Complex Ct Woodbridge, VA 22192-9201		9b. GRANTEE PROJECT DIRECTOR Joan S. Duckett, Acting Director 15941 Donald Curtis Drive Woodbridge, VA 22191-4292 Phone: (703) 792-7530	
10a. GRANTEE AUTHORIZING OFFICIAL Joan S. Duckett 15941 Donald Curtis Drive Woodbridge, VA 22191-4292 Phone: (703) 792-7530		10b. FEDERAL PROJECT OFFICER Tremayne Youmans 451 7th Street S.W., Washington, DC 20410 Phone: 8881112345	

ALL AMOUNTS ARE SHOWN IN USD

11. AWARD COMPUTATION FOR GRANT a. Amount of HUD Financial Assistance 107,198.00 b. Less Unobligated Balance From Prior Budget Periods 0.00 c. Less Cumulative Prior Award(s) This Budget Period 0.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 107,198.00 12. Total Federal Funds Awarded to Date for Project Period 107,198.00 13. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): <table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td>d.</td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td>e.</td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td>f.</td> <td></td> </tr> </tbody> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a.		d.		b.		e.		c.		f.		14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited in remarks or attachment below. b. The grant program regulations cited in remarks or attachment below. c. This award notice including terms and conditions, if any, noted below under REMARKS. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																				
a.		d.																					
b.		e.																					
c.		f.																					

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICER: Mr. Robert Mulderig 451 7th Street S W Washington, DC 20410-0001 Phone: 2024024708		ISSUE DATE: 01/24/2022		GRANTEE ACCEPTANCE: Ms. Joan Duckett, Acting Director 		ACCEPTANCE DATE: 01/25/2022	
15.OBJ CLASS 4120	16a. VENDOR CODE 546001531	16b. EIN 546001531	17a.UEI	17b.DUNS 003096740	18. CONG. DIST. 01		
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION		
19. a. 2-21SFSC01_FY22	b. FSS22VA4455	c. FSS	d. \$107,198.00		e. 86 2124 0350		
20. a.	b.	c.	d.		e.		
21. a.	b.	c.	d.		e.		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 01/24/2022
GRANT NO. FSS22VA4455-01-00	

AWARD ATTACHMENTS

Prince William, County of

FSS22VA4455-01-00

1. Grant Agreement

FY21 FSS Agreement

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Sub-Article D: Authorized Funds by Budget Line Item Number

Sub-Article E: Reporting Requirements

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1 **FISCAL YEAR 2021**

2
3 **FAMILY SELF-SUFFICIENCY PROGRAM GRANT AGREEMENT**

4 **(CFDA Number: 14.896)**

5 **(Attachment to *NOTICE OF AWARD*)**

6
7 **FY2021 Family Self-Sufficiency**
8 **GRANT AGREEMENT**
9

10 This grant agreement (“Grant Agreement”) is made by and between the United States
11 Department of Housing and Urban Development (“HUD”) and the Grantee. The Grantee
12 received a FY2021 Family Self-Sufficiency Grant from fiscal year 2021, for the operation of a
13 Family Self-Sufficiency Program (“FSS Program”) that is the subject of this Grant Agreement
14 and that is identified on the award obligation document (Notice of Award).

15 HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the
16 Grantee, in the total amount listed on the Notice of Award, for the activities described in the
17 FY2021 Family Self-Sufficiency Notice of Funds Availability (NOFA) and as defined in Articles
18 II and III. The Grantee will be provided with access to the electronic Line of Credit Control
19 System (e-LOCCS) payment system to draw down these funds.

20 The assistance that is the subject of this Grant Agreement is authorized by and required to
21 be used in accordance with Section 23 of the United States Housing Act of 1937. Funding for
22 this program is authorized by the Consolidated Appropriations Act, 2021 (Public Law 116-260),
23 enacted 12/27/2020 The Notice of Award and the Exhibits are incorporated into and subject to
24 the terms of this Grant Agreement.

25 HUD and the Grantee hereby agree to be bound by the following terms and conditions of
26 this Grant Agreement:
27

28 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**
29

30 The Family Self-Sufficiency (FSS) program supports the Department’s strategic goal of
31 increasing economic opportunity for HUD-assisted families. FSS provides grants to Public
32 Housing Authorities (PHAs) to support the salaries of FSS Program Coordinators who assist
33 participating families receiving housing assistance through the Housing Choice Voucher
34 (HCV/PBV) and Public Housing (PH) programs, and RAD-affected Project Based Rental
35 Assistance (PBRA). FSS Program Coordinators develop local strategies to connect participating
36 families to public and private resources to increase their earned income and financial
37 empowerment, reduce or eliminate the need for welfare assistance, and make progress toward
38 economic independence and self-sufficiency. In the context of the Self Sufficiency account,
39 “self-sufficiency” is defined as a household’s ability to maintain financial, housing, and
40 personal/family stability.
41

42 The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant
43 Agreement in accordance with the following requirements, as such requirements now exist or as

1 they may hereafter be amended (hereafter collectively referred to as the “Family Self-Sufficiency
2 Program Requirements”):

- 3
- 4 1. Award type: This is a cost-reimbursable, performance-based grant.
- 5 2. The Grantee's application including any special conditions, is incorporated into this
6 agreement.
- 7 3. This agreement shall be effective immediately upon electronic signature of the Grantee.
- 8 4. Period of performance: The period of performance will be 12 months. *For FY2021 grants,*
9 *this will be 1/1/2022 – 12/31/2022. PLEASE NOTE:* Funds not expended by the time that
10 the FY2022 grant awards go into effect MAY BE recaptured by HUD.
- 11 5. This Grant Agreement will be governed by the following as they may from time to time be
12 amended during the grant term: the HUD Appropriations Acts, the United States Housing
13 Act of 1937 as amended, FY2021 FSS NOFA dated 8/6/2021, the Code of Federal
14 Regulations (CFR) 24 CFR Part 24, 24 CFR Part 984, 2 CFR Part 200 any applicable OMB
15 Regulations or Circulars, and Handbooks and Notices issued by HUD.
- 16 6. In executing this agreement, the Grantee agrees to abide by the provisions contained within
17 all applicable Federal statutes and regulations, Executive Orders, OMB Circulars, and any
18 assurances and certifications in the final HUD-approved application (the original approved
19 application may have required amendments by the field/applicant), as applicable and as may
20 be amended during the grant term. In particular, the Grantee agrees to comply with the
21 United States Housing act of 1937 as amended, the FY 2021 FSS NOFA dated 7/28/2021,
22 updated 8/6/2021, 24 CFR part 984, and 2 CFR part 200.
- 23

24 **ARTICLE II: HUD REQUIREMENTS**

25 **SUB-ARTICLE A – GRANT ADMINISTRATION, CONDITIONS REQUIRING** 26 **TERMINATION OF FUNDING**

- 27
- 28
- 29 1. The Grantee shall participate in meeting(s) (if requested by HUD) with HUD’s local field
30 office for the purpose of establishing a common understanding and strategy with respect to
31 grant administration, timeline, deliverables, grant objectives, performance measures, and the
32 scope of work necessary to achieve grant objectives.
- 33 2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and
34 facilities and shall otherwise do all things necessary for, or incidental to, the performance of
35 the activities and tasks set forth in the approved application, and this Grant Agreement
36 (except as otherwise specified).
- 37 3. **Pre-award costs.** Per 2 CFR 200.458, *Pre-award costs are those incurred prior to the*
38 *effective date of the Federal award directly pursuant to the negotiation and in anticipation of*
39 *the Federal award where such costs are necessary for efficient and timely performance of the*
40 *scope of work. Such costs are allowable only to the extent that they would have been*
41 *allowable if incurred after the date of the Federal award and only with the written approval*
42 *of the Federal awarding agency.*

43 If the performance period of this grant is later than 1/1/2022, Grantees may request
44 reimbursement for eligible costs incurred between 1/1/2022 and the start of the performance

1 period of this FY2021 FSS grant where such costs were necessary for the efficient and timely
2 performance of eligible activities under a FY21 FSS grant. **Grantees must contact their**
3 **field office within 60 calendar days of the start of the performance period to request**
4 **approval for pre-award reimbursement.** Any reimbursements must comply with 2 CFR
5 200.458 and are at HUD's sole discretion.

6 4. The work to be performed under this Grant Agreement is outlined in the FY2021 NOFA.

7 5. The grant funds shall be used only for eligible activities. Refer to the FY2021 FSS NOFA
8 for more information on eligible and ineligible uses of funds.

9 a. **HCV or PH Program Functions:** *Per the FY2021 FSS NOFA*, the FSS Coordinator
10 may perform routine HCV and/or PH program functions, such as annual
11 reexaminations for FSS participants, on a limited basis and only if the use of the FSS
12 funds enhances the effectiveness of the FSS Program. This provision is to be
13 employed only to the extent that these functions do not interfere with the FSS Program
14 Coordinator's ability to fully fulfill the role of the FSS Program Coordinator as their
15 primary work. Performance of routine HCV and/or PH functions for non-FSS
16 families does not enhance the effectiveness of the FSS program and is therefore an
17 ineligible use of FSS funds. Additionally, per the FY2021 FSS NOFA, while FSS
18 funds may be used to perform some homeownership functions for FSS families, this
19 may not be the sole function for which funds are used. Sections IV.F.2.b and IV.F.2.c
20 of the FY2021 FSS NOFA describe the requirements that must be met for these
21 activities to be eligible.

22 i. *Grantees requesting to have the FSS coordinator perform HCV/PH*
23 *program functions must submit, to its local HUD Field Office, a narrative*
24 *justification, explaining the routine HCV and/or PH program function(s)*
25 *performed by the FSS Program Coordinator, how it will enhance the*
26 *effectiveness of the FSS program, and why it does not impede the ability of*
27 *the FSS Program Coordinator(s) to effectively perform FSS functions. The*
28 *Grantee must also certify that the function(s) is not performed for non-FSS*
29 *families. Once the Grantee has received approval from its local HUD Field*
30 *Office to complete these activities and has certified they will not perform*
31 *them for non-FSS families, they are not required to submit this justification*
32 *on an annual basis, i.e. Grantees only need this approval one time.*

33 b. **Family Self-Sufficiency Guidebook and Online Training:**

34 i. HUD strongly encourages Grantees' executive directors, service coordinators,
35 and resident services leadership to review *Administering an Effective Family*
36 *Self-Sufficiency Program: A Guidebook Based on Evidence and Promising*
37 *Practices*. This guidebook provides FSS Coordinators, PHA and HUD staff
38 with guidance on how to develop and administer a successful and effective
39 FSS program. The guidebook and other helpful resources can be found on
40 HUD Exchange <https://www.hudexchange.info/programs/fss/#1-introduction>

41 ii. **Mandatory FSS Training.** *HUD has developed an Online Mandatory*
42 *Training on the FSS program to provide guidance on how to develop and*
43 *administer a successful FSS program. The mandatory training can be found*
44 *at* <https://www.hudexchange.info/trainings/courses/family-self-sufficiency->

- [training/](#). The Grantee is **required** to have at least one person from each PHA complete the FSS online training and submit the "get credit" form. However, HUD encourages every FSS Coordinator and supervisor/administrator to take the training. If the PHA has **satisfied this requirement under an earlier FSS NOFA (a requirement since FY18), and the person who took the training is still employed in the FSS program, the PHA continues to meet this requirement.** Note that PHAs were not required to submit any documentation with the FY2021 FSS application to show that they have received credit for the training. HUD will review a report of all individuals that received credit for completing the training from HUD Exchange at the time of grant award. **However, the field office may request documentation evidencing completion of the training by a current FSS staff member. The field office will not release grant funds until proof of course completion is received.**
- c. **Unexpended Funds.** FSS grant funds that remain unexpended by the end of the grant period (e.g., due to FSS coordinator turnover or prolonged absence) **will be recaptured and used to make future grants. See Article I-4 to ensure same language for unexpended funds by FY2022 go into effect.**
6. Grantees must adhere to the Program Administration provisions on p. 24-26 of the FY2021 NOFA. This includes instructions on PCCs, MTW agencies, portability, RAD and the following:
- a. **FSS Program Termination Due to Reduced Funding.** *There are no statutory or regulatory provisions that allow for the wholesale termination of an existing FSS program. Loss of funding for the FSS coordinator position does not relieve a participating PHA of its contractual obligation to families already under an FSS contract.*
- b. **"30% Rule".** *Please note that HUD's Office of General Counsel has determined that 24 CFR 984.303(g)(2), regarding the second method of graduation, wherein 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards, was not intended to pertain to PH residents, but is only applicable to HCV residents. PLEASE NOTE this clarification: the PHA's FMR or Small Area Fair Market Rent (SAFMR), if applicable, is established yearly by HUD, and the PHA uses that FMR or SAFMR determination to adjust its rent calculation. Once they are established and unless the PHA appeals, the PHA must follow the established FMR or SAFMR in its rental calculations, including in its determination of whether to graduate an FSS family. Thus, if a PHA has an established SAFMR, then that PHA must use the SAFMR.*
- c. **Additional Graduation Requirements.** As provided under 24 CFR 984.303(g), a family enrolled in FSS is eligible to graduate from the program and receive an amount that has accrued in the escrow account when the family has completed all of its obligations under the Contract of Participation, even if such completion occurs before the expiration of the Contract. These obligations must include the two required goals of suitable employment for the Head of Household and being free from welfare

1 cash assistance for at least the last 12 months. PHAs and owners are responsible for
2 determining what qualifies as suitable employment for each individual" based on the
3 skills, education, and job training of the individual that has been designated the head
4 of the FSS family and based on the available job opportunities with the jurisdiction
5 served by the PHA" (24CFR 984.303(b)(4)(iii)). *PHAs shall not require or define a*
6 *certain number of hours, tenure of employment or rate of pay as "suitable" for all*
7 *FSS participants to adhere to.*

- 8 d. 120-Day Rule: *In an effort to ease barriers to participation for new families enrolling*
9 *in the FSS Program pursuant to the FY2021 NOFA and going forward, the income*
10 *and rent amounts to be used in the "Program Contract of Participation" shall be*
11 *taken from the amounts on the last certification, reexamination or interim*
12 *determination before the family's initial participation in the FSS program. Note that*
13 *HUD is removing the requirement to do a new rental re-exam if more than 120 days*
14 *have elapsed between the last reexam and the effective date of the contract of*
15 *participation. This requirement is found in the instructions for the FSS Contract of*
16 *Participation, form HUD-52650.*

- 17 i. This change shall be in effect for families enrolling in FSS as of 1/1/2020.

18
19 **Action Requested: Attach a rider with this language onto form [52650](#):**

20
21 “Beginning 1/1/2020, income and rent amounts to be used in the "Program Contract of
22 Participation" shall be taken from the amounts on the last certification, re-examination or interim
23 determination before the family's initial participation in the FSS program. This replaces the
24 requirement, ‘FSS Escrow Account The income and rent numbers to be inserted on page one may
25 be taken from the amounts on the last reexamination or interim determination before the family’s
26 initial participation in the FSS program, unless more than 120 days will pass between the
27 effective date of the reexamination and the effective date of the contract of participation. If it has
28 been more than 120 days, the HA must conduct a new reexamination or interim redetermination’
29 found in the instructions for the FSS Contract of Participation, form HUD-52650.”

- 30
31 7. Grantees must request prior approvals from HUD consistent with 2 CFR 200.308(c). In
32 addition, should any of the following conditions arise, Grantees are required to submit in
33 writing any changes to the previously approved grant to the local HUD field office:
34 a. Any change in the scope, objective, or conditions of the program.
35 b. Changes in any subcontracting, or otherwise obtaining the services of a third party
36 to perform activities that are central to the purposes.
37 c. Other changes that may adversely affect the program.
38 8. Grantees needing to extend the term of their grant in order to fully accomplish their goals
39 should first speak with their Field Office Grant Administrator. Generally, extensions will not
40 be granted unless the grantee does not receive FSS funding or receives less than needed in
41 the following year. If a grantee wishes to request an extension, a written justification
42 explaining why the extension is needed must be submitted to the field office for review and
43 approval. The justification must include a narrative justification explaining why the
44 extension is needed, how much additional time will be required, and the circumstances that

1 require the proposed extension. The local HUD field office may request additional
2 information or documentation to clarify or verify the items included in the written narrative
3 submitted by the Grantee to support the extension. The grantee must also have satisfied all
4 conditions of the grant agreement except those that would be fulfilled in the remaining period
5 of the grant. This includes the performance and resolution of audit findings in a timely
6 manner.

7
8 **Grantees should be aware that any extensions are discouraged and may result in a**
9 **negative impact on the Past Performance review in future grant applications.**

- 10
11 9. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will
12 approve/reject requested changes as appropriate. Generally, HUD will approve such requests
13 within **30 calendar days** of submission. Approved changes will be reflected by an
14 amendment to the Notice of Award and any other documentation as directed by HUD.
15 Amendments will become effective when the Grantee has electronically signed the amending
16 documents.

17
18 **SUB-ARTICLE B: FINANCIAL RESPONSIBILITIES**

- 19
20 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the
21 Internet as a means to communicate with HUD on grant matters. Applicants shall draw down
22 funds using the electronic Line of Credit Control System (e-LOCCS)
23 2. The Grantee agrees to comply with the organizational audit requirements of OMB at 2 CFR
24 Part 200 including audit requirements. The final audit report must cover the entire period of
25 the grant. The Grantee must submit the audit to HUD no later than **90 calendar days** after
26 the grant is closed, covering the entire award period originally approved or amended. All
27 other requirements of 2 CFR Part 200 shall apply. For Grantees where an audit is required, a
28 single audit or a program-specific audit is acceptable. If a Grantee chooses a single audit, the
29 final audit report that includes this grant is due no later than **30 calendar days** after the
30 single audit is completed. *According to 2 CFR 200.501, Grantees that expend less than*
31 *\$750,000 in federal awards are exempt from the audit requirement, but records must be*
32 *available for review or audit.*
33 3. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and
34 the disbursement of funds. The HUD funds are to be made available based on actual need.
35 The Grantee must make a drawdown *only* for incurred costs. Drawdowns in excess of need
36 may result in special procedures for payments, or termination of the grant when there are
37 persistent violations. Funds requisitioned through e-LOCCS must be disbursed within **three**
38 **calendar days after receipt of funds drawdown.**

39
40 **SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]**

- 41
42 1. The Grantee may not draw down grant funds until all pre-conditions listed in the Notice of
43 Award, this Grant Agreement, the NOFA or in the award letter, are completed by the Grantee
44 and verified by HUD.

2. Payments of grant funds shall be through electronic funds transfer using e-LOCCS (Line of Credit Control System). Initial drawdown cannot be earlier than the start date of the grant term.
3. **E-LOCCS Program Edits.**
 - a. E-LOCCS will automatically perform a series of review edits (both generic and program specific) of each payment request. Failure of one of the program edits will cause the payment request to be referred to the HUD field office for review.
 - b. The HUD field office will complete the review. The request will remain in the system and further drawdowns will not be allowed until that review is complete and the drawdowns approved or rejected.
 - c. The Grantee shall immediately contact the HUD field office when there is a question regarding the request or when the request has been referred to the HUD program office for review. A request will be referred to the program office for review when:
 - i. There are requests for over 10% of total grant funds per calendar month.
 - ii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*, as defined by this agreement and 2 CFR part 200. E-LOCCS shall not accept a request for funds if required reports from the Grantee are ten or more days overdue and will not accept future requests until the HUD field office confirms receipt and approval of the reports in e-LOCCS.
 - iii. If the Grantee repeatedly fails to submit required forms, e-LOCCS will be converted to a system in which the HUD Field Office will **manually** review each drawdown request prior to releasing funds to the Grantee.

SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER

1. Please see Article II, Sub-Article A, Numbers 4 and 5 above.
2. The Grantee's budget consists of one Budget Line Item:
 - a. 1168 – FSS Coordinator (salary & fringe)

SUB-ARTICLE E: REPORTING REQUIREMENTS (§ 984.401)

Grantees must submit a SF-425 to your local HUD field office no later than **90 calendar days** after the end of the performance period. The reporting period will cover the performance period of the grant (see Article I, Number 4 above). Grantees must also ensure that reporting on Section 17 of the HUD-50058 (Section 23 of HUD-50058-MTW for Moving to Work PHAs) is correct and up to date within the PIC system. If the total Federal share of your Federal award includes more than \$500,000 over the period of performance, you may be subject to post award reporting requirements reflected in Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters.

1. Progress Determination. HUD shall determine the Grantee's progress based upon a review of HUD-50058 Section 17 (and HUD-50058-MTW Section 23) data submitted to PIC as well as compliance with financial and reporting requirements.

2. Record Management. The HUD field office shall maintain official records on Grantees' performance measures and progress reports. However, Grantees must also maintain such records, including the SF-425, HUD review, and/or evaluations.
3. Documentation. You shall maintain documentation in participant files (paper or electronic) that corroborate the achievement of each interim and final goal in the Contract of Participation such that an outside auditor could verify the fulfillment of the Contract of Participation. This could include certificates of completion, test scores, pay stubs, receipts, or other third-party verification as available or personal certifications if third-party verification is not available.
4. Additional Information Requests. You shall comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with FSS. HUD has the authority and total discretion to request the Grantee to report information or produce documents to HUD related to or involving the administration of the grant at any time and without need to establish cause. Failure to comply with such a request may serve as a basis for default and grant termination. You also agree you will:
 - a. fully cooperate with all information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of FSS; and
 - b. if requested, submit any post-closeout reports, in the forms prescribed by HUD, for up to three years from the date of the submission of the annual financial report, per 2 CFR 200.333 "Retention requirements for records."
5. HUD has the authority and total discretion to request the Grantee to report information or produce documents to HUD related to or involving the administration of the grant at any time and without need to establish cause. Failure to comply with such a request may serve as a basis for default and grant termination.

SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS

1. Grantees must comply with all HUD program rules and regulations, as they may be amended within the grant term.
2. Grantees shall maintain, and have access to, copies of documents relating to the award and administration of this grant for at least three years after final closeout date of the grant for inspection by HUD, the General Accounting Office, or their duly authorized representatives.
3. Grantees' accounting systems must ensure that HUD funds are not co-mingled with funds from other Federal, State, or local government agencies or other HUD program funds. Funds specifically budgeted and/or received for one program may not be used to support or reimburse another. Where your accounting system cannot comply with this requirement, you must establish a system to provide adequate fund accountability for each program for which you have been awarded funds. Your selection of depository facility (such as a bank for example) shall be compliant with Federal regulations and have insurance from the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund to insure the established account.
4. Grantees agree to comply with the following requirements for which HUD has enforcement responsibility 2 CFR part 200, including procurement requirements and cost principles set forth in 2 CFR part 200, subpart E.

5. Equal Opportunity Requirements. Grant funds must be used in accordance with the following:
 - a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
 - b. The Fair Housing and Civil Rights Laws, which encompass the Fair Housing Act and related authorities (cf. 24 CFR 5.105(a)).
 - c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.
 - d. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
7. Drug-free Workplace Requirements (Grants) in 2 CFR 2424.
8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 2 CFR Part 2424, Subparts A through J, which are applicable to contractors and subGrantees.

Other applicable regulations.

9. Grantees' computer systems must operate in accordance with HUD's computer systems and software to facilitate any and all electronic documents for conversion to HUD computer systems and software. That is, when sending/transferring documents, or e-mail to HUD, the systems must be compatible so that we receive an exact copy.
10. Grantees' computer and information systems must be able to access HUD's website(s) so that data can be inputted as may be required by the grant; information can be retrieved; and funding through HUD's e-LOCCS system may be accessed.

SUB-ARTICLE G: GRANT CLOSEOUT

1. 2 CFR 200.343 Closeout prescribes uniform closeout procedures for recipients of Federal grants. It is the Grantee's responsibility to comply in full with all closeout reporting requirements and to submit closeout reports in a timely manner.
2. The Grantee shall initiate project closeout within **90 calendar days** of the grant's termination date. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.
3. The Grantee recognizes that the closeout process may entail review by HUD to determine compliance with the grant agreement. The Grantee shall cooperate with any and all reviews which may include making available records requested for on-site HUD inspection.

4. Within **90 calendar days** after the Period of Performance End Date the grant or any approved extension (revised end-date), you must submit the following documents to the HUD field office:
 - a. A certification of project completion, which is a statement written and signed by you
 - b. A certification of compliance with all requirements of the grant agreement, which is a statement written and signed by you
 - c. **Financial Report (SF-425) (see Sub-Article E).** Grantees must submit an SF-425 for the 12-month period of the grant. This submission also serves as the Grantee's final report which is a cumulative summary of expenditures to date and must indicate the exact balance of unexpended funds. (The report shall cover the grant start date to the end of grant).
5. The HUD local field office will review Preliminary Close-Out Materials to confirm that:
 - a. The amounts on the final FSS Budget and SF-425 agree as to funds approved, obligated, and expended.
 - b. The amount of funds approved and disbursed on the SF-425 agrees with HUD records in e-LOCCS.
 - c. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
6. When the final HUD form SF-425 is approved, the HUD field office will establish the amount due to HUD or recapture any unused grant funds as applicable.
7. When the HUD field office has determined to its satisfaction that the grant activities were completed and all Federal requirements were satisfied, the HUD field office will execute a closeout amendment to the Grant Agreement with the Grantee.
8. The Closeout Agreement or clause will include the Grantee's agreement to abide by any continuing Federal requirements.
9. Failure to submit the required financial report or any required audit report; or to resolve program, financial or audit issues, may result in a suspension or termination of any and/or all HUD grant payments.

SUB-ARTICLE H: DEFAULT

Unsatisfactory Performance/Default

1. **Default.** A default under this Agreement shall consist of any failure to comply with Federal statutes, regulations, or the terms and conditions of the FSS grant or any material misrepresentation in the application submissions. If HUD determines that the Grantee has defaulted under this Agreement, HUD may take any remedial action legally available, including remedial actions outlined in 2 CFR part 200. Actions that may constitute a default under this Agreement include, but are not limited to:
 - a. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;
 - b. failure to comply with the FSS Program Requirements or any other Federal, State, or local laws, regulations, or requirements applicable in operating the FSS Program;

- c. failure to make any submission under Article II, perform any obligation, or otherwise fail to proceed in a manner consistent with the NOFA application;
 - d. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article II); or
 - e. failure to comply with, or any material breach of, any other requirements, conditions, or terms of this Grant Agreement.
1. **Additional Conditions.** If a Grantee defaults under this Agreement, HUD may impose additional conditions, as described in 2 CFR 200.208. Additional conditions will be imposed in compliance with 2 CFR 200.208(c). Additional conditions HUD may impose may include, but are not limited to:
 - a. Requiring additional, more detailed financial reports;
 - b. Requiring additional grant monitoring;
 - c. Requiring the Grantee to obtain technical or management assistance;
 - d. Establishing additional prior approvals;
 - e. Requiring the Grantee to follow a HUD-approved detailed schedule of grant activities;
 - f. Requiring HUD manual review and approval of every drawdown request.
 2. **Other Remedies.** If HUD determines that a default cannot be remedied by imposing additional conditions, HUD may, pursuant to 2 CFR 200.339, take one or more of the following actions, as a proportional response:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by HUD.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the grant.
 - d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations.
 - e. Withhold further grant awards for the program.
 - f. Reduce the FSS Program Grant in the amount affected by the default.
 - g. Recapture any FSS Program Grant funds not obligated by the Grantee.
 - h. Take action against the Grantee under 2 CFR part 2424 and Executive Order 12549 with respect to future HUD or Federal grant awards.
 - i. Take other remedies that may be legally available, including requiring reimbursement by the Grantee for grant amounts used improperly.
 3. **Notice of Termination and Opportunity to Object.** If the Grantee materially defaults under this Agreement, HUD may terminate the grant. Any findings regarding a Grantee's failure to abide by the terms of this grant that would support a termination of funding shall be exclusively within HUD's discretion. Additionally, pursuant to 2 CFR 200.340(a)(2), this grant may be terminated in whole or in part by HUD, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities. If HUD pursues termination of the grant, HUD will follow the termination process established in 2 CFR part 200, including providing notice of termination pursuant to 2 CFR 200.341. Pursuant to 2 CFR 200.342, HUD will also provide the Grantee an opportunity to object and provide information and documentation challenging a termination.

- 1 4. **Delinquent Federal Debts.** Consistent with the purposes and intent of 31 U.S.C. 3720B
2 and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a
3 negotiated repayment schedule which is not delinquent or have made other arrangements
4 satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90
5 days of notification of selection, HUD will not make an award of funds to the Grantee but
6 offer the award to the next eligible Grantee. Applicants selected for funding, or awarded
7 funds, must report to HUD changes in status of current agreements covering federal debt. If
8 a previously agreed-upon payment schedule has not been adhered to or a new agreement
9 with the federal agency to which the debt is owed has not been signed, the Grantee will be
10 considered to be in default under this Agreement.
11

12 **SUB-ARTICLE I: GRANT MODIFICATION OR TERMINATION**
13 **BY AGREEMENT BETWEEN HUD AND GRANTEE**
14

- 15 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or
16 activity by using the Notice of Award and/or grant agreement in whole or in part, at any time.
17 2. Pursuant to 2 CFR 200.340(a)(3), HUD and the Grantee may mutually agree to terminate the
18 agreement, including for convenience; if HUD and the Grantee agree to terminate the
19 Agreement, the two parties must agree upon the termination conditions, including the
20 effective date and, in the case of partial termination, the portion to be terminated. Pursuant to
21 2 CFR 200.340(a)(4), the Grantee may terminate the Agreement upon sending to HUD
22 written notification setting forth the reasons for such termination, the effective date, and, in
23 the case of partial termination, the portion to be terminated. If either HUD or the Grantee
24 seeks to terminate this agreement, it must provide at least 30 days' advance written notice to
25 the other party.
26

27 **SUB-ARTICLE J: DISPUTES**
28

29 Disputes between the Grantee and HUD shall, to the maximum extent possible, be
30 resolved by mutual agreement between the Grantee and the Public Housing Director in the Field
31 Office (Grant Officer). If agreement cannot be reached, the Grantee can submit, in writing, a
32 disputed issue to the Grant Officer. The Grant Officer will consider the disputed issue and
33 prepare a written decision. The Grantee may appeal the Grant Officer's decision within 30 days
34 after receipt of notification. Appeals will be reviewed by the Director of Community and
35 Supportive Services, Office of Public Housing Investments, 451 7th Street, SW, Room 4130,
36 Washington, D.C. 20410. The decision of the Director of Community and Supportive Services
37 shall be final. However, the Grantee does not waive any legal remedy by agreeing to this
38 provision.
39

40 **SUBARTICLE K: MONEY DAMAGES**
41

42 This grant agreement does not contemplate money damages for breach of the agreement
43 by HUD. The Grantee is entitled to any relief against HUD for breach of the agreement that is
44 provided by the Administrative Procedure Act.

ARTICLE III: GRANTEE PERFORMANCE

HUD will judge performance based upon whether the Grantee achieves the agreed upon activities within grant time limits and within budget and whether the Grantee has produced tangible results through the implementation of grant activities.

Program Coordinator. See the FY2021 FSS NOFA for a sample position description of an FSS Program Coordinator.

Public Housing Information Center (PIC). All FSS programs must report activities of their FSS enrollment, progress, and exit activities of their FSS program participants through required submissions of the form HUD-50058 at least annually. HUD's assessment of the accomplishments of the FSS programs of PHAs funded under this NOFA will be based primarily on PIC system data obtained from forms HUD-50058 and HUD-50058-MTW. HUD requires submission of racial and ethnic data and form (HUD-27061-H) that is often used for that purpose. The HUD-50058 and HUD-50058-MTW forms, which provide racial and ethnic data to HUD's PIC data system, are comparable program forms that must be submitted annually instead of the HUD-27061-H by PHAs for reporting racial and ethnic data for FSS program participants. See Notice PIH 2016-08, and any subsequent amendments to the notice, for information on FSS reporting requirements in PIC. A webcast training on the provisions of PIH 2016-08 was published on August 12, 2016. Also note that as of May 2015, HUD established a set of warnings and fatal edits related to FSS PIC reporting. All of the preceding documents and information can be found on the FSS webpage at the following address:

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/fss

Voucher Management System (VMS). PHAs must continue to report HCV FSS coordinator expenses into VMS for any HCV FSS funds made available under the FY 2013 (or earlier) HCV FSS NOFA. However, due to the combined funding streams starting with the FY 2014 FSS NOFA, PHAs will no longer use VMS to report HCV FSS coordinator expenses for funds made available under this NOFA. Note that PHAs must continue to enter the amount of HCV FSS escrow deposits and HCV FSS escrow forfeitures into VMS for all funds made available. Also note that amounts expended in excess of the FSS grant for costs associated with the administration of the FSS program which are allocated to the HCV program including the FSS coordinator's salary and benefits as well as additional eligible costs such as office space, computer costs, office supplies, etc. must be reported in VMS as administrative expenses. PHAs with an FSS program serving both PH and HCV families with costs not chargeable to funds awarded under this NOFA will be required to develop a cost allocation method that allocates these expenses fairly between the two programs. See REAC Accounting Brief #23 and any subsequent revisions for more information on how to record and account for FSS expenses.

ARTICLE IV: GRANTEE MISREPRESENTATION

The Grantee or any subcontractor to the Grantee bound by this instrument who makes or

1 causes to be made a false statement, claim, or misrepresentation, which the Grantee or entity
2 knows or has reason to know is false, may be imprisoned and/or fined in accordance with civil or
3 criminal penalties and/or fines applicable under law, including Title 18 of the United States Code
4 (U.S.C.), Title 31, et seq. (Program Fraud Civil Remedies Act) and any other applicable
5 provisions of Federal, State or local law.

6 7 **ARTICLE V: SF-424-B** 8

9 With the Execution of this Grant Document, the Grantee certifies that the grantee:
10

- 11 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and
12 financial capability (including funds sufficient to pay the non-Federal share of project cost)
13 to ensure proper planning, management and completion of the project described in this
14 application.
- 15 2. Will give the awarding agency, the Comptroller General of the United States and, if
16 appropriate, the State, through any authorized representative, access to and the right to
17 examine all records, books, papers, or documents related to the award; and will establish a
18 proper accounting system in accordance with generally accepted accounting standards or
19 agency directives.
- 20 3. Will establish safeguards to prohibit employees from using their positions for a purpose that
21 constitutes or presents the appearance of personal or organizational conflict of interest, or
22 personal gain.
- 23 4. Will initiate and complete the work within the applicable time frame after receipt of approval
24 of the awarding agency.
- 25 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763)
26 relating to prescribed standards for merit systems for programs funded under one of the 19
27 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of
28 Personnel Administration (5 C.F.R. 900, Subpart F).
- 29 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not
30 limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits
31 discrimination on the basis of race, color or national origin; (b) Title IX of the Education
32 Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits
33 discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as
34 amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the
35 Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits
36 discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972
37 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the
38 Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation
39 Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol
40 abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.
41 §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse
42 patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as
43 amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any
44 other nondiscrimination provisions in the specific statute(s) under which application for

- 1 Federal assistance is being made; and, (j) the requirements of any other nondiscrimination
2 statute(s) which may apply to the application.
- 3 7. Will comply, or has already complied, with the requirements of Titles II and III of the
4 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-
5 646) which provide for fair and equitable treatment of persons displaced or whose property is
6 acquired as a result of Federal or federally-assisted programs. These requirements apply to all
7 interests in real property acquired for project purposes regardless of Federal participation in
8 purchases.
- 9 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and
10 7324-7328) which limit the political activities of employees whose principal employment
11 activities are funded in whole or in part with Federal funds. Previous Edition Usable
12 Standard Form 424B (Rev. 7-97) Authorized for Local Reproduction Prescribed by OMB
13 Circular A-102 9. 10. 11.
- 14 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to
15 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work
16 Hours and Safety Standards Act (40 U.S.C. §§327 333), regarding labor standards for
17 federally-assisted construction sub-agreements.
- 18 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of
19 the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special
20 flood hazard area to participate in the program and to purchase flood insurance if the total
21 cost of insurable construction and acquisition is \$10,000 or more.
- 22 11. Will comply with environmental standards which may be prescribed pursuant to the
23 following: (a) institution of environmental quality control measures under the National
24 Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b)
25 notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant
26 to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988;
27 (e) assurance of project consistency with the approved State management program developed
28 under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity
29 of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the
30 Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground
31 sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-
32 523); and, (h) protection of endangered species under the Endangered Species Act of 1973,
33 as amended (P.L. 93 205). 12. 13. 14. 15. 16. 17. 18.
- 34 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related
35 to protecting components or potential components of the national wild and scenic rivers
36 system.
- 37 13. Will assist the awarding agency in assuring compliance with Section 106 of the National
38 Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification
39 and protection of historic properties), and the Archaeological and Historic Preservation Act
40 of 1974 (16 U.S.C. §§469a-1 et seq.).
- 41 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in
42 research, development, and related activities supported by this award of assistance.
- 43 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7
44 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- 1 animals held for research, teaching, or other activities supported by this award of assistance.
- 2 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.)
- 3 which prohibits the use of lead-based paint in construction or rehabilitation of residence
- 4 structures.
- 5 17. Will cause to be performed the required financial and compliance audits in accordance with
- 6 the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,
- 7 Local Governments, and Non-Profit Organizations."
- 8 18. Will comply with all applicable requirements of all other Federal laws, executive orders,
- 9 regulations, and policies governing this program.



**THE DEPARTMENT OF BEHAVIORAL HEALTH AND
DEVELOPMENTAL SERVICES (DBHDS)
1220 BANK STREET
RICHMOND, VA 23219**



MEMORANDUM OF AGREEMENT (MOA)

Memorandum of Agreement Number: 720-4887

This MOA is not subject to the Virginia Public Procurement Act (VPPA)

This Memorandum of Agreement, hereinafter referred to as “MOA” is entered into by the Prince William Office of Housing & Community Development, hereinafter called the “Contractor” and the Commonwealth of Virginia through the Department of Behavioral Health and Developmental Services, hereinafter called the “Purchasing Agency” or the “DBHDS.”

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF PERFORMANCE: From July 1, 2021 through June 30, 2026, and renewable in accordance with Section IV, paragraph J.

The contract documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description, which consists of:

- (I) Purpose
 - (II) Scope of Services
 - (III) General Terms and Conditions
 - (IV) Special Terms and Conditions
 - (V) Attachments A through G
- A: Duties and Responsibilities of the Parties
 - B: State Rental Assistance Program Manual
 - C: Program Timeline & Utilization Milestones
 - D: Data Reporting Requirements
 - E: Funding Allocations for the Current Fiscal Year and Subsequent Fiscal Year
 - F: Business Associate Agreement
 - G: Matrix of Required Performance Targets

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby

CONTRACTOR:

PURCHASING AGENCY:

BY: <i>Billy Lake</i>	BY: <i>Alison Land</i> <small>DocuSigned by: 648C7B1925394F8...</small>
PRINTED NAME: Bill Lake	PRINTED NAME: Alison G. Land, FACHE
TITLE: Director	TITLE: Commissioner
DATE: June 10, 2021	DATE: 6/15/2021 12:42 PM EDT

I. PURPOSE

A. Overview

The purpose of this Agreement is to delineate the respective duties and responsibilities of the Parties in implementing and managing activities related to the State Rental Assistance Program (SRAP) and to outline the terms and conditions for the receipt and use of SRAP funding.

The goals of SRAP are:

1. To increase access to mainstream, integrated, independent rental housing options for people in the U.S. Department of Justice Settlement Agreement target population
2. To increase housing opportunities for the U.S. Department of Justice Settlement Agreement target population by leveraging state rental assistance with local public and private housing resources

This Agreement establishes a broad framework between the Parties for partnership and collaboration. It is contemplated that this Agreement will be tailored via modifications to delineate the respective duties and responsibilities of the Parties as needed to reflect the specific requirements of a particular activity and/or funding opportunity.

B. Target Population

The target population for the State Rental Assistance Program (SRAP) is individuals age eighteen (18) or older who:

1. Have an intellectual or developmental disability as defined in the Code of Virginia
2. Are in one of the following categories:
 - a. transitioning from a skilled nursing facility, intermediate care facility, state training center, group home or other congregate setting
 - b. receiving Building Independence (BI), Family and Individual Support (FIS) or Community Living (CL) Waiver services
 - c. determined eligible for and currently on a waitlist for the BI, FIS or CL Waiver
3. Currently receive no other source of local, state or federal rent assistance, subsidy or supplement, whether tenant-based or project-based rent assistance.
4. Individuals who are seeking rental assistance to live with parents, grandparents or guardians are **not** part of the target population.
5. The target population must meet the eligibility criteria for SRAP. The eligibility criteria, including reasons for denying assistance, are available in the SRAP Manual, a copy of which is incorporated by reference in Attachment B.

C. Definitions

Administrative fee - A fee paid to the Contractor for administering the State Rental Assistance Program.

Agreement. A contractual agreement between a Partner Agency and DBHDS to operate a SRAP program in specific jurisdictions in the Commonwealth of Virginia. Also known as a Memorandum of Agreement (MOA).

Applicant. An individual with an intellectual or developmental disability whom DBHDS has verified is a member of the target population and who is identified as the head of the household, from the time DBHDS verifies target population eligibility through the time the initial SRAP Contract and payment are executed.

Applicant Family. An individual with an intellectual or developmental disability whom DBHDS has verified is a member of the target population and the persons whom DBHDS has approved to reside with this

individual as a family unit, from the time DBHDS verifies target population eligibility through the time the initial SRAP Contract and payment are executed.

Approved Rent. A rent to the owner (contract rent) that has met the conditions for approval of an assisted tenancy.

Area Median Income (AMI) - A measure, released every year by the U.S. Department of Housing and Urban Development (HUD), that represents the midpoint of a HUD Fair Market Rent area's income distribution: half of families in a Fair Market Rent area earn more than the median and half earn less than the median. This measure is used as a basis to determine income qualifications for many housing programs.

Assisted Family. A family whom DBHDS has screened and approved as a family unit, from the time the initial SRAP Contract and payment are executed until the family ends participation in the State Rental Assistance Program. Also known as a "participant family."

Assisted Unit. A housing unit that is under a SRAP Payment Contract between a Partner Agency and an owner. Also known as a "contract unit."

Community Housing Development Initiative (CHDI) – a funding source made available by DBHDS to the Prince William County Community Services Board (CSB) for the purpose of making forgivable loans available to affordable housing providers to purchase, renovate and operate affordable rental housing for the Settlement Agreement Target population. The Prince William County CSB entered into a Memorandum of Agreement with the Prince William County Office of Housing & Community Development to make funding awards and to monitor compliance with the funding requirements.

Community Services Board (CSB). An entity established under the Code of Virginia which assures the delivery of community-based behavioral health and developmental disability services to individuals with behavioral health and developmental disability service needs. CSBs are mandated to provide certain community services, including case management and emergency services, and they partner with other public and private providers to make an array of services available. CSBs are known as Behavioral Health Authorities in some communities (BHA).

Contract Unit. A housing unit that is under a SRAP Payment Contract between a Partner Agency and an owner. Also known as a "assisted unit."

Day. One calendar day.

Fair Market Rent (FMR) - A Fair Market Rent is a measure developed by the U.S. Department of Housing and Urban Development which estimates gross rents paid by recent movers and adjusts these rents for inflation and expected growth in gross rents. Fair Market Rents are used to help determine payment standard amounts for HUD's Housing Choice Voucher Program. The level at which FMR standards are set is expressed as a percentile point within the rent distribution of standard-quality rental housing units. The current definition used is the 40th percentile rent, the dollar amount below which 40 percent of the standard-quality rental housing units are rented. The 40th percentile rent is drawn from the distribution of rents of all unassisted housing units occupied by recent movers (renter households who moved to their present residence within the past 15 months).

In metropolitan areas, HUD establishes Small Area Fair Market Rents (SAFMRs) for ZIP Codes within the metropolitan area. Alternately, HUD may approve Small Area Fair Market Rents that are proposed by local Public Housing Agencies for specific geographic locations.

Family. An individual with an intellectual or developmental disability in the target population who is identified as the head of the household and the persons residing with this individual whom DBHDS has screened and approved as a family unit. To be considered a family unit, the following conditions must be

met: (1) the applicant may not live with his or her parent(s), grandparent(s) or guardian(s), and (2) if additional persons who are not parent(s), grandparent(s), or guardian(s) will reside with the individual, the individual must demonstrate a stable family relationship by certifying that each person's income and other resources will be available to meet the needs of the family.

Generally Accepted Accounting Principles (GAAP) - accounting standards developed and established by the Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB). The FASB establishes financial accounting and reporting standards for public and private companies and not-for-profit organizations. The GASB establishes accounting and financial reporting standards for U.S. state and local governments.

Home and Community Based Services Waivers (Medicaid Waivers)- waivers approved by the Centers for Medicare and Medicaid Services that permit state Medicaid programs to provide eligible individuals with disabilities long-term care services in home and community settings rather than institutional settings.

HOME Investment Partnerships Program (HOME) – a federal block grant administered by HUD that provides formula grants to states and localities to fund (1) the construction, purchase and/or rehabilitation of affordable housing for rent or homeownership, or (2) direct rental assistance to low-income households.

Household. All persons who are approved to reside in an assisted unit. The household consists of the family and any Partner Agency-approved live-in aide, spouse of a live-in aide or children of a live-in aide.

Housing Assistance Payment. The monthly assistance payment by a Partner Agency, which is calculated as the lower of: 1) the payment standard for the family minus the total tenant payment (TTP); or 2) the gross rent minus the TTP. Also known as the “SRAP assistance payment.”

Housing Choice Voucher Program (HCVP). A rental assistance program funded by the U.S. Department of Housing & Urban Development and administered by local public housing agencies in accordance with federal regulations.

HUD. The U.S. Department of Housing & Urban Development.

HUD Inspection Standards. The minimum safety and quality standards for housing assisted in federally assisted housing programs which have been adopted by DBHDS for SRAP.

Owner. The individual or entity that owns a property, or the agent that has been granted legal authority to manage the affairs of the property on behalf of the individual or entity that owns the property.

Parent/Guardian. The mother and/or father of the applicant, or the court-appointed guardian of the applicant. This can include but is not limited to biological, natural, adoptive, foster, or step parents.

Participant. An individual with an intellectual or developmental disability who is a verified member of the target population and who is identified as the head of the household, from the time the initial payment contract and housing assistance payment are executed until the individual ends participation in the State Rental Assistance Program.

Participant Family. A family whom DBHDS has screened and approved as a family unit, from the time the initial SRAP Contract and housing assistance payment are executed until the family ends participation in the State Rental Assistance Program. Also known as an “assisted family.”

Payment Contract. The binding contractual agreement between the Partner Agency and the owner for payment of housing assistance. The Partner Agency makes SRAP housing assistance payments to the owner in accordance with the terms of the payment contract to defray the cost of leasing for the tenant.

Payment Standard – A payment standard is the maximum amount that the program will pay toward the cost of monthly rent and utilities (before deducting the total tenant payment by the family). DBHDS establishes its schedule of payment standard amounts by bedroom size. The range of possible payment standard amounts is based on either (1) a percentage of HUD’s most recently published fair market rent (FMR) schedule for the Public Housing Agency’s FMR area or (2) a HUD-approved schedule of payment standards for the jurisdictions the Public Housing Agency serves. DBHDS adopts changes to SRAP payment standards at the beginning of July for the fiscal year. The payment standards that apply to units that receive capital funding through the DBHDS Community Housing Development Initiative and SRAP-PBRA are the Low Home Investment Partnership (HOME) 50% Rent Limits adjusted for unit size published annually by HUD.

Program receipts- All funds disbursed by DBHDS to the Contractor in connection with the State Rental Assistance Program, interest earned on these funds, and funds received as the result of a repayment agreement with a participant.

Program reserve- A fund balance set aside in a designated account that is separate from program operating funds.

Partner Agencies (PAs) – agencies that contract with DBHDS to administer the State Rental Assistance Program. These agencies are typically Public Housing Authorities, units of local government, or Community Services Boards.

Rental Assistance- funds provided to reduce the amount that eligible individuals and households pay to lease rental housing.

Settlement Agreement Target Population- persons with an intellectual or developmental disability as defined by the Code of Virginia who are age 18 or older and are in one of the following categories:

- (1) transitioning from a skilled nursing facility, an intermediate care facility, a state training center, a group home or other congregate setting and meet the level of functioning criteria for a Medicaid Developmental Disabilities Waiver;
- (2) receiving services funded by one of Medicaid’s Developmental Disabilities Waivers (Building Independence [BI] Waiver, Family and Individual Support [FIS] Waiver or Community Living [CL] Waiver); or
- (3) determined eligible for and currently on a waitlist for the BI, FIS or CL Waiver.

Shared Housing. A single legal dwelling unit occupied by an individual and another resident or residents, in accordance with state and local zoning ordinances. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted household. An assisted household may share a unit with other persons assisted by SRAP or with other unassisted persons. The owner of a shared housing unit may reside in the unit. The resident owner may not be a parent, grandparent or guardian.

State Rental Assistance Program- Program created by the Department of Behavioral Health and Developmental Services, in partnership with local partner agencies, to provide rental assistance to help people in the Settlement Agreement Target Population afford safe and decent housing.

SRAP Assistance Payment – The monthly assistance payment by a Partner Agency, which is calculated as the lower of: 1) the payment standard for the family minus the total tenant payment (TTP); or 2) the gross rent minus the TTP. Also known as the “housing assistance payment.”

SRAP Project-based Rent Assistance (PBRA) Program – provides a rent subsidy that is used to help individual households afford housing costs such as rent and utilities. The subsidy is attached to a specific unit within a specific rental property and the tenant typically cannot take the subsidy to another location.

SRAP Tenant-based Rent Assistance (TBRA) Program- provides a rent subsidy that is used to help individual households afford housing costs such as rent and utilities. Typically, the household can take the

assistance to rental housing properties in Virginia and the properties will accept the assistance as a form of rent payment.

Subsidy Standards. Standards established by DBHDS to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Support Coordinator (SC). A person employed by a Community Services Board or an agency that contracts with Community Services Board who assesses and plans services, links individuals with intellectual or developmental disabilities to services and supports identified in the Individual Support Plan (or ISP), assists individuals to locate, develop or obtain needed services and resources, coordinates services and service planning with other agencies; enhances community integration, makes collateral contacts to promote implementation of the person's individual support plan, monitors and assesses ongoing progress, ensures services are delivered, and educates and counsels individuals to develop supportive relationships that promote the ISP.

Total Tenant Payment (TTP). The total tenant payment is the minimum family contribution to the gross rent and is calculated as thirty (30) percent of monthly adjusted income.

Utility Allowance. If the cost of utilities (except telephone, Internet and cable) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by Partner Agency of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Virginia's Plan to Increase Independent Living Options. Plan developed by the Commonwealth of Virginia, in consultation with community stakeholders, to increase the availability of independent living options for individuals in the Settlement Agreement Target Population. The plan meets the requirements of Section III.D.3 of the Settlement Agreement with the United States Department of Justice.

II. SCOPE OF SERVICES

The Scope of Work for this agreement will include:

- A. The Contractor commits to administer a State Tenant-based Rental Assistance Program in the County of Prince William and the Cities of Manassas and Manassas Park, Virginia. The minimum number of households to be served is outlined in Attachment E. The primary duties and responsibilities of the DBHDS and the Contractor within the State Rental Assistance Program are outlined in Attachment A.
- B. The Contractor and the DBHDS agree to periodically review progress against the target number of households to be served throughout the year and to recommend strategies to help improve performance. There are no financial or programmatic penalties associated with failure to achieve this performance target.
- C. The Contractor shall administer this program in accordance with the SRAP Program Manual dated August 1, 2018, a copy of which is incorporated by reference as Attachment B. Any subsequent modifications or amendments to the SRAP Program Manual shall be immediately incorporated into and enforceable under the terms of this MOA.
- D. If there is a conflict between the terms of this MOA and the guidance provided in the SRAP Program Manual, the SRAP Program Manual and corresponding SRAP Program Memos shall prevail.
- E. The Contractor shall administer the program in accordance with the timeline and utilization milestones in Attachment C.

- F. The Contractor shall report on specific program data elements to measure progress against this performance target in accordance with the requirements in Attachment D using the SRAP workbook provided by DBHDS. Failure by the Contractor to submit accurate and timely SRAP programmatic reports to DBHDS shall be considered a default as referred to in Section V(G), "Default of the Agreement."
- G. Contractor shall notify DBHDS when a participant family has been terminated from SRAP and the reason for termination. Notification may be provided as part of the quarterly referral status reporting process.
- H. The Contractor commits to the required performance targets in Attachment G, "Matrix of Required Performance Targets." If the Contractor fails to maintain performance in accordance with these binding targets, DBHDS may deem the Contractor in default of this Agreement and take action in accordance with Section V(G), "Default of the Agreement."
- I. Contractor shall submit actual and projected expenditure reports, allocation expenditure reports, and program reserve reports in accordance with the requirements in Attachment D using the SRAP workbook provided by DBHDS. Failure by the Contractor to submit accurate and timely SRAP financial reports to DBHDS shall be considered a default as referred to in Section V(G), "Default of the Agreement."

III. PRICING AND PAYMENT TERMS:

A. Funding Allocation

- 1. The Contractor's SRAP Funding Allocations for the current fiscal year and subsequent fiscal year are provided in Attachment E.
- 2. It is understood and agreed between the parties herein that DBHDS shall be bound hereunder only to the extent of funds available or which hereafter may become available for the purpose of this MOA.
- 3. Contractor may submit a written request to DBHDS to increase or decrease any line item in the funding allocation by up to ten percent. DBHDS will review the request and render a written decision to Contractor within 15 days of receiving such request. DBHDS reserves the right to request Contractor provide additional information about projected and actual program expenditures before rendering a decision.
- 4. Each year, DBHDS shall develop and submit a proposed funding allocation for the SRAP program to Contractor at least 60 days prior to the onset of the new fiscal year. The funding allocation shall be based upon historical utilization patterns, estimated turnover and new lease-ups, and Contractor's assessment of the rental market and potential changes in rent amounts and utility allowances for households currently under lease. The funding allocation is subject to Contractor review and comment. Any change to the funding allocation shall be incorporated as a change to Attachment E and shall be reflected as a new line item on the purchase requisition associated with this MOA.
- 5. SRAP funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose, such as the federal Housing Choice Voucher program. Supplanting will be the subject of monitoring and audit. If there is a potential presence of supplanting, the Contractor will be required to supply documentation demonstrating that the reduction in non-SRAP resources occurred for reasons other than the receipt or expected receipt of SRAP funds.

B. Billing:

- 1. Contractor shall submit a written request to the SRAP Program Administrator to advance SRAP funding (excluding the administrative fee) on a semi-annual basis, in July and January.
- 2. The July request shall include:

- a. The approved funding allocation for the fiscal year, including all income and expenditure line items
- b. The amount of funds required for July 1 through December 31, after adding the annual program reserve capitalization contribution and subtracting:
 - i. Anticipated income (e.g., overpayments recovered from tenants or landlords, interest on the program reserve, etc.)
 - ii. The fund balance from the prior fiscal year that is to be carried over to the following fiscal year.

3. The January request shall include:

- a. The approved funding allocation for the fiscal year, including income and expenditure line items
 - b. Actual income and expenditures from July 1 through December 31
 - c. Projected income and projected expenditures from January 1 through June 30, including any deferred income from the July SRAP award
 - d. Funds requested to bridge the gap between projected income and expenditures.
4. Except for payments from the program reserve account, the SRAP annual payments during a fiscal year shall not exceed the annual funding allocation for the program.
5. If DBHDS determines that payments by DBHDS to the Contractor for a fiscal year exceed the amount of the annual program-related expenditures approved by DBHDS for the fiscal year, the excess must be applied as determined in writing by DBHDS. Such applications determined by DBHDS may include, but are not limited to, application of the excess payment against the amount of the annual payment for a subsequent fiscal year or against the capitalization of the program reserve. The Contractor must take any actions required by DBHDS respecting the excess payment, and must, upon demand by DBHDS, promptly remit the excess payment to DBHDS.

C. Administrative Fees:

DBHDS has established administrative fees to assist Contractor with covering the costs of the SRAP operations. The administrative fees may be used to support direct and indirect costs including, but not limited to, staffing (salaries and benefits), professional contracts, training, travel, supplies, office equipment, postage, phone, Internet service, office rent and utilities, provision of alternative formats and effective communication, criminal background checks, bank fees, and late fees to landlords.

1. ***Milestone Payments:*** Contractor is permitted to bill administrative fee payments for completing each of the following milestone activities outlined below.
 - a. SRAP Certificate Issued. Upon issuance of an SRAP certificate, Contractor may bill a one-time administrative milestone payment of \$120.00.
 - b. Initial Inspection Completed. Upon completion of the unit inspection prior to initial occupancy, Contractor may bill a one-time administrative milestone payment of \$120.00.
2. ***Base Administrative Fee:*** Contractor is permitted to bill the Base SRAP Administrative Fee of \$120.00 per unit, per month commencing in the month the SRAP contract begins for an eligible unit. Ongoing administrative fees may only be claimed on units with an active SRAP payment contract.

Contractor shall submit quarterly invoices to DBHDS for all administrative fees using the DBHDS Administrative Fee Invoice Form. Contractor's total administrative fee for the fiscal year shall not exceed the allocated amount for the administrative fee.

Contractor will be paid within 30 days of receipt of a valid invoice for services provided during the previous billing period. All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. Contractor shall submit their invoice to the following address by the 15th day of the month following the quarter in which services were rendered. Invoices shall be sent to:

DBHDS
1220 Bank Street
PO 1797
Richmond, VA 23218-1797
Attn: SRAP Program Administrator

If transmitting an invoice through an email system, send the document to:
srappfinancials@dbhds.virginia.gov

D. Payment:

DBHDS will make payments, in accordance with the Prompt Pay Act after receipt and acceptance of goods/services and an accurate invoice. Payment will be made based on the Contractor's CARDINAL account. CARDINAL is the Commonwealth of Virginia's (COV) State Accounting System. Contractor's can select to be paid via EPAY, via EDI/check or via VISA (the Commonwealth's small purchase or gold card charge card).

- **EPAY** – when a Contractor is set-up for EPAY, payments will go onto a Virtual Credit/Debit Card.
- **EDI/CHECK** - when a Contractor is set-up for EDI/check, payment will be made by check or electronic payment. Checks will be mailed on the due date (30 days from receipt of goods or services whichever is later); therefore, there could be a 7 – 10 day delay before the vendor receives the check. If EDI is selected, payments will show up in the Contractor's selected bank account on the due date.
- **VISA** - VISA is the Commonwealth's purchase charge card (pcard). When a Contractor is set-up for pcard payment, he/she will receive an encrypted email with the pcard holder's card information. When VISA is the payment of choice, the Contractor shall be responsible for eVA Transaction and Credit Card Merchant Processing Fees; fees shall not be applied to any invoice issued to the COV.

IV. GENERAL TERMS AND CONDITIONS:

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this MOA for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DBHDS, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **APPLICABLE LAWS AND COURTS:** This MOA shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the DBHDS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this MOA.
- D. **CANCELLATION OF MOA:** DBHDS reserves the right to cancel and terminate this Agreement, in whole or in part, without penalty, upon 365 days written notice to the Contractor. In the event the initial Agreement period is for more than 12 months, the Agreement may be terminated by either party, in part or in whole, without penalty, after the initial 12 months of the Agreement period upon 365 days written notice to either

party. Any cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding deliverables unless otherwise agreed to in writing by the DBHDS prior to the effective date of cancellation.

- E. **CHANGES TO THE MOA:** The parties may agree in writing to modify the MOA. Any changes to this MOA including any increase and/or decrease in funding shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.
- F. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- G. **CONTRACT ADMINISTRATION:** Upon execution, the Purchasing Agency will designate an individual(s) as an authorized representative, the Purchasing Agency Contract Administrator, to administer all services performed in conjunction with this MOA. As the Purchasing Agency Contract Administrator is, in the first instance, the interpreter of the conditions of the MOA and the judge of its performance, the Contract Administrator will use all powers under the MOA to enforce its faithful performance. The Purchasing Agency Contract Administrator or designated official will determine the amount, quality, acceptability, and fitness of all aspects of the services and will decide all other questions in connection with the services. The Contract Administrator, inspector, or designated official, will have no authority to approve changes in the services which alter the MOA terms or price. Any MOA modifications made must first be authorized by the DBHDS Procurement office and issued as a written modification to the MOA.
- H. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing

clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written MOA with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the MOA for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. **RENEWAL OF MOA:** This contract may be renewed by the Commonwealth upon written agreement for five (5) successive one year (1) periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration.

Effective December 1, 2014, all vendors are required to register in eVA in order to get paid by the Commonwealth of Virginia. Governmental entities that register in eVA will not get charged eVA fees for orders from the DBHDS since the DBHDS will key such orders into eVA using eVA PO Category XO2. The Virginia Department of General Services does not charge either party an eVA fee if an order is created using eVA PO Category XO2.
- M. Paragraph intentionally omitted.
- N. **ANTI-DISCRIMINATION:** Contractors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

O. **NONDISCRIMINATION OF CONTRACTORS:** A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. SPECIAL TERMS AND CONDITIONS:

A. **Fair Housing:**

Contractor certifies that it will conform to the provisions of The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 C.F.R. part 100 *et seq.* and the Virginia Fair Housing Act (§36-96.1 - §36-96.23 of the Code of Virginia).

B. **Monitoring:**

Contractor shall allow DBHDS the opportunity to monitor and review SRAP programmatic, financial and client records in a manner that is mutually agreeable to the parties. Monitoring may occur through on-site

visits or off-site audits of program and financial files and interviews with Contractor's staff. DBHDS will review a minimum of ten percent (10%) of program files per monitoring visit.

Any such monitoring or review will be scheduled at least 30 days in advance on a date that is mutually agreed upon. DBHDS staff shall send written confirmation of the date and a checklist of the program elements the monitoring staff will review.

The review may result in more than one visit depending on the outcome of the initial report. DBHDS reviews may include but may not be limited to the following areas:

1. Adherence to the policies and procedures set forth in this Manual, including but not limited to:
 - a. SRAP participant eligibility determinations
 - b. Income determinations/redeterminations
 - c. SRAP participant agreements
 - d. The unit approval process
 - e. Tenant rent contributions and subsidy determinations/SRAP payments to landlords
 - f. SRAP Payment Contracts
 - g. Terminations
 - h. Program reserves
2. Progress toward program outcomes as indicated by the data from the referral status reports, projected expenditure reports, actual expenditure reports, program reserve reports and other DBHDS SRAP data collection tools
3. Maintenance of accurate, organized and accessible applicant and participant records
4. Submission of accurate programmatic and financial reports in a timely manner
5. As part of the monitoring process, DBHDS may also request to conduct its own Housing Quality Standards inspections of assisted rental units to provide quality control on HQS inspections done by the Contractor.

DBHDS shall complete a written report of its findings during monitoring review and shall provide this report to the Contractor within 30 days of the review. The report will identify any violations of requirements in the Program Manual or the Memorandum of Agreement between the Contractor and DBHDS, areas of concern, and any corrective actions required. The report will also provide recommendations to improve program efficiency and effectiveness. The Contractor must provide a written response within 30 days of the monitoring report date which details the key activities the agency will perform to accomplish each corrective action and the dates by which these activities will be completed.

C. Use of Program Receipts:

1. Contractor must use program receipts to provide decent, safe, and sanitary housing for eligible individuals in compliance with DBHDS requirements as outlined in the SRAP Manual. Program receipts may only be used to pay program expenditures.
2. Contractor shall not make any program expenditures, except in accordance with the DBHDS-approved funding allocation and supporting program data.
3. Interest on the investment of program receipts constitutes program receipts.
4. If required by DBHDS, program receipts in excess of current needs must be promptly remitted to DBHDS or must be invested in accordance with DBHDS requirements.

D. Depository:

1. Unless otherwise required or permitted by DBHDS, all program receipts must be promptly deposited with a financial institution selected as depository by the Contractor. The financial institution must be insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund and meet the reserve requirements of depository institutions set forth in the Federal Reserve Bank's Regulation D. All monies deposited by Contractor with the Depository shall be credited to Contractor in an interest bearing account. The Depository shall promptly notify Contractor of any monies credited or deposited in the account.
2. Any portion of Contractor funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by DBHDS. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations.
3. For the full term of deposit, Contractor shall have possession of the securities (or Contractor shall take possession of the securities), or an independent custodian (or an independent third party) shall hold the securities on behalf of Contractor as a bailee (evidenced by a safe-keeping receipt and a written bailment for hire contract). The Depository may substitute other securities as collateral to equal or increase the value.
4. Contractor may only withdraw deposited program receipts for use in connection with the program in accordance with DBHDS requirements.

E. Program Reserve:

1. Contractor shall:
 - a. Establish and maintain a program reserve account in accordance with the State Rental Assistance Program Manual. The program reserve shall be held in an interest bearing account that is specifically for the purpose of supporting the SRAP program when there is a funding shortfall or other unmet programmatic need. Full capitalization" of the program reserve is defined as achieving a balance in the reserve that equals 100% of the funding allocation for the current fiscal year.
 - b. Deposit the amount identified in the funding allocation for the annual program reserve capitalization into the program reserve account no later than thirty days after receiving the first installment of the annual funding allocation. Make annual deposits to the reserve until the reserve achieves full capitalization.
 - c. Clearly track program reserve account activity and ensure funds are distinguishable from other federal, state or local sources.
 - d. Provide a statement of account activity no more than forty-five (45) days after the fiscal year ends which details the fiscal year's starting balance, ending balance and all transactions, including deposits, withdrawals, transfers, interest accrued, and fees applied.
 - e. Adjust the annual deposits to restore the amount of program reserves depleted in accordance with State Rental Assistance Program Manual requirements.
 - f. Submit requests to DBHDS for approval to access the program reserve to pay any gap between allocated and actual expenses, for which there is insufficient actual program income to cover. Unapproved use of program reserves may constitute a default of this Agreement under Section V.G., Default of Agreement.
 - g. Provide a final program reserve report and return the balance of funds in the program reserve account to DBHDS, if the SRAP contract is terminated or not renewed.
2. Contractor may submit a written request to the DBHDS in June to withdraw interest earned in the program reserve during the fiscal year to cover unfunded, unbilled program or administrative costs to provide

decent, safe and sanitary housing for eligible individuals in compliance with DBHDS requirements as outlined in the SRAP Manual.

- a. Unfunded, unbilled program or administrative costs must fall within one or more of the following categories: rental assistance, utility allowance, or administrative costs as described in Section III.C., Administrative Fees.
- b. The Contractor must submit a narrative request detailing the unfunded, unbilled expenses for which it is requesting reimbursement at the end of the fiscal year. This request must be accompanied by a financial report that shows a line item breakdown of actual program and administrative revenue, actual program and administrative expenses, and those line items in which expenses exceeded revenue.
- c. DBHDS will determine whether the request constitutes a valid program expenditure or expenditures payable from program receipts on annual interest earned in the program reserve. DBHDS will notify the Contractor in writing of its decision and any amounts the Contractor is permitted to transfer from the reserve.

3. DBHDS shall:

- a. Review Contractor requests to access the program reserve and approve or deny requests in accordance with State Rental Assistance Program Manual requirements.
- b. Authorize Contractor to move any funding allocation balance at the end of the year into the program reserve to achieve full capitalization or to use this balance to offset the following year's SRAP funding allocation.
- c. From time to time after the Program Reserve is fully capitalized, give notice to the Contractor, if the DBHDS desires to request from the Program Reserve Account any amounts by which the balance exceeds full capitalization, as defined above. Requested amounts must be used for housing activities that serve the Settlement Agreement target population. DBHDS shall specify the proposed requested amount. The Contractor may, within twenty (20) days after receipt of such notice, object to the proposed request by giving notice thereof to the DBHDS together with current financial projections for the SRAP program including projections of the minimum balance required in Program Reserve Account.
- d. Discuss such projections with the Contractor if the Contractor objects to a proposed request, and shall reasonably and in good faith attempt to agree upon the amount, if, any, of excess funds in the Program Reserve Account. If the DBHDS and the Contractor shall agree upon such amount, the DBHDS may direct the Contractor to make a payment from the Program Reserve Account in the amount requested to a third party. No payment shall be made unless and until the DBHDS and the Contractor shall agree upon the amount thereof. If the Contractor shall not have objected to a proposed request by the DBHDS within twenty (20) days after the DBHDS's notice, the Contractor shall be deemed to have agreed thereto. The Contractor shall make a payment of excess reserve funds in the manner directed by DBHDS, no later than sixty (60) days from the date the Contractor receives a written notice of intent from DBHDS to request excess reserve funds.

F. Financial Recordkeeping

1. The Contractor's accounting system must ensure that SRAP funds are not commingled with funds from other federal, state or local sources. SRAP funds made available under this MOA must be accounted for separately. The Contractor is prohibited from commingling funds on either a program-by-program or project-by-project basis.
2. Funds specifically allocated and/or received for SRAP may not be used to support another Contractor program or project. Where the Contractor's accounting system cannot comply with this requirement, the Contractor shall establish a system to provide adequate fund accountability for the SRAP funds it receives.

3. Contractor must maintain complete and accurate books of account and records for SRAP. The books and records must be kept in accordance with Generally Accepted Accounting Principles, and must permit a speedy and effective audit.
4. Contractor must furnish DBHDS such financial reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data as required by DBHDS.
5. Contractor shall send one copy of its audit report for the preceding fiscal year on all Contractor operated programs to the DBHDS within 30 days of the report's completion. Under a separate cover, Contractor must forward a plan of correction for any audit deficiencies that are related to or affect SRAP to the DBHDS within 60 days of the report's completion. If the DBHDS receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, Contractor and the DBHDS shall negotiate a contract modification that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this contract modification and the proposed plan shall become part of this contract.

G. Default of the Agreement:

1. The following circumstances shall be considered a breach or default of this Agreement by the Contractor:
 - a. Contractor has failed to comply with any obligations under this MOA, the SRAP Program Manual or SRAP Program Memos; or
 - b. Contractor has failed to comply with obligations under a contract for state rental assistance payments with an owner; or
 - c. Contractor has failed to take appropriate action, as expressly directed by DBHDS in writing, for enforcement of Contractor's rights under a contract for rental assistance payments (including requiring actions by the owner to cure a default, termination, or reduction of rental assistance payments, termination of the contract for rental assistance payments, or recovery of overpayments); or
 - d. Contractor has made any misrepresentation to DBHDS of any material fact.
2. Before the Contractor is deemed to be in default, DBHDS will provide written notice describing the alleged breach that has occurred and provide the Contractor an opportunity to cure the default, the time for which shall not be less than sixty days.
3. If after such notice and opportunity to cure, the Contractor is nonetheless deemed to be in default, DBHDS may exercise the following remedies depending upon the severity of the default and the level of effort demonstrated to return to compliance:
 - a. Withhold part or all of the monthly administrative fee payment due beginning the first of the month following the specified correction period (including any approved extension). Retroactive payments will be made to the Contractor upon verification by DBHDS that the default event has been cured.
 - b. Withhold part or all of the monthly administrative fee payment due beginning the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the Contractor for the period of time the administrative fees were reduced.
 - c. Withhold the total monthly administrative fee payment due beginning the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the Contractor for the period of time the administrative fees were abated.
 - d. DBHDS may reduce to an amount determined by DBHDS:
 - i. The amount of the DBHDS payment for the program.

ii. The funding allocation for the program.

4. DBHDS must give Contractor written notice of the reduction. This notice must include a revised funding Attachment specifying the term and funding allocation for the program. The DBHDS notice of revisions to the funding Attachment constitutes a Modification of this MOA.
5. Upon written notice to Contractor, DBHDS may take possession of all or any rights or interests in connection with the State Rental Assistance Program, including funds held by a depository, program receipts, and rights or interests under a contract for housing assistance payments with an owner.
6. DBHDS's exercise or non-exercise of any right or remedy under this MOA is not a waiver of DBHDS's right to exercise that or any other right or remedy at any time.
7. The following circumstances shall be considered a breach or default of this Agreement by the DBHDS:
 - a. DBHDS fails to make payment of SRAP funding advances when due
 - b. DBHDS fails to make payment on SRAP administrative fees when due
8. Before DBHDS is deemed to be in default, Contractor will provide written notice describing the alleged breach that has occurred and provide DBHDS an opportunity to cure the default, the time for which shall not be less than sixty days. If after such notice and opportunity to cure, DBHDS is nonetheless deemed to be in default, Contractor may immediately terminate this MOA.

H. Fidelity Bond/Crime Insurance Coverage:

1. Contractor must carry adequate fidelity bond coverage or a commercial crime/ employee dishonesty insurance policy that protects the Contractor and DBHDS in the event that there is a financial loss due to an act of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers. The fidelity bond coverage and/or the crime insurance policy shall be effective for the entire duration of this agreement, and coverage limits shall be equal to or exceed the annual funding allocation. The Contractor shall provide documentation that the bond coverage or the commercial crime/employee dishonesty insurance policy is current at least annually. This documentation may include but not be limited to: 1) a certificate of insurance naming DBHDS as loss payee; or 2) a copy of the fidelity bond documents. If the Contractor is a state, city or county government, it may discharge these responsibilities by means of a proper and sufficient self-insurance program.
2. Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, Contractor's executive director shall report this information immediately to any applicable local law enforcement authorities and the DBHDS Internal Audit Director. All Contractor financial transactions that are the result of fraud or mismanagement shall become the sole liability of the Contractor, and the Contractor shall refund any state funds disbursed by the DBHDS to it that were involved in those financial transactions.

I. Exclusion of Third Party Rights:

An individual that is eligible for state rental assistance under this MOA is not a party to or third party beneficiary of the MOA.

Nothing in this MOA shall be construed as creating any right of any third party to enforce any provision of this MOA, or to assert any claim against DBHDS or Contractor.

J. Health Insurance Portability and Accountability Act (HIPAA) Compliance:

The Contractor must enter into a Business Associate Agreement (Attachment F) with DBHDS to comply with the Health Insurance Portability and Accountability Act (HIPAA).

Memorandum of Agreement for the State Rental Assistance Program
Attachment A – Duties and Responsibilities of the Parties

DBHDS ROLES/RESPONSIBILITIES:

Activity
1. Accept referrals for the State Rental Assistance Program from DD support coordinators and track them in the DBHDS referral system.
2. Screen referrals to verify they meet population eligibility criteria, including age, diagnosis, eligibility for Medicaid DD Waiver, and allowable household composition. Confirm the household does not currently receive another form of rent subsidy. Notify support coordinators when referrals are accepted, rejected or pended due to missing or unclear information.
3. Assign referrals to the Contractor's SRAP slots using SRAP prioritization criteria. Forward referrals and slot assignments to Contractor. For PBRA slots, assign referrals to specific slots by property type/location/unit size (screen for location preference, accessibility needs, unit size needs).
4. Track Contractor's available and occupied SRAP slots. For PBRA slots, track available and utilized slots by property/unit. Maintain communication with Contractor regarding the approved monthly SRAP subsidy for each slot, the unit address, the date of onset of assistance, the date assistance terminates, changes to the monthly subsidy or unit, and the effective date of the change.
5. Provide support coordinators, families and authorized third parties technical assistance with housing searches and housing application processes.
6. Provide support coordinators, families and authorized third parties technical assistance with reasonable accommodation requests, landlord-tenant issues, fair housing concerns, and identification of resources to cover initial housing expenses such as housing location, security deposits, utility start-up costs, moving costs, furnishings, adaptive aids, and other one-time expenses.
7. Develop annual SRAP funding allocation with Contractor input.
8. Monitor the program reserve established by Contractor to ensure it is capitalized in accordance with program requirements. Review and adjudicate Contractor requests to access the program reserve.
9. Review programmatic and financial reports submitted by Contractor.
10. Review and adjudicate Contractor's semi-annual draw requests for SRAP funding.
11. Review and adjudicate Contractor's quarterly invoices for administrative fees.
12. Provide policy and procedural guidance on SRAP program issues. Issue SRAP Program Memos as needed for clarification.
13. Monitor the Contractor's performance under the terms of this MOA and in accordance with the Program Manual.

Memorandum of Agreement for the State Rental Assistance Program
Attachment A – Duties and Responsibilities of the Parties
(continued)

CONTRACTOR RESPONSIBILITIES

Activity	SRAP Tenant- based Rent Assistance Program	SRAP Project- based Rent Assistance Program
A. Conduct Solicitation for PBRA Projects		
1. Use a competitive process to solicit and select SRAP PBRA proposals from owners in accordance with SRAP Program Manual requirements.		X
2. Conduct inspections and site reviews to verify units meet site and neighborhood standards and substantially comply with housing quality standards (HQS). Notify owners who are selected to participate in the SRAP Project-based Rent Assistance program. Issue SRAP-PBRA Letters of Agreement to owners selected to receive project-based rent assistance for units in new construction or rehabilitation housing projects. Determine initial rent reasonableness, conduct pre-contract inspections, and verify units comply with accessibility requirements in accordance with the Program Manual. Enter into Project-based Rent Assistance Contracts with all owners selected to receive project-based rent assistance for units. Reasonable rent for SRAP-PBRA units that receive CHDI funding (subsidized financing from DBHDS) shall not exceed the Low Home Investment Partnership (HOME) 50% Rent Limits adjusted for unit size published annually by HUD.		X
3. Enforce, amend, and when necessary, terminate contracts with owners.		X
B. Referral Management		
1. Accept and track SRAP referrals and subsidy slot assignments received from DBHDS. For PBRA slots, track available and assigned slots by property/unit.	X	X
2. Receive notifications of vacancies from owners and, in turn, notify DBHDS of vacancies in SRAP PBRA units.		X
C. Application Process/Eligibility Review		
1. Provide application packages to applicants and their support coordinators with a deadline for submission.	X	X
a. Obtain completed application materials and supporting documentation.	X	X
b. Require SRAP applicants to submit documentation of legal identity, age, familial relationship, disability, income, assets and deductions. Request, but do not require, social security or tax ID numbers for tracking purposes.	X	X
c. Discuss and confirm living arrangements with applicants, support coordinators and authorized third parties (e.g., mixed family, shared housing, or, live-in aide).	X	X
2. Review and determine eligibility of SRAP applicant in accordance with program eligibility criteria identified in the SRAP Program	X	X

Manual. Notify the applicant, support coordinator and authorized third parties of the eligibility determination.		
D. Income Determination/Subsidy Standard		
1. Perform initial income determinations in accordance with the SRAP Program Manual.	X	X
2. Apply subsidy standards and payment standards for SRAP-TBRA and SRAP-PBRA per SRAP Program Manual guidelines. The payment standard for SRAP-PBRA units that receive CHDI funding (subsidized funding from DBHDS) is the Low Home Investment Partnership (HOME) 50% Rent Limits adjusted for unit size published annually by HUD.	X	X
3. Perform income re-examinations in accordance with the SRAP Program Manual guidelines.	X	X
E. Certificate Issuance & SRAP Briefing		
1. Issue SRAP rental certificates to eligible applicants or participants.	X	X
2. Conduct rental assistance briefings with eligible applicants, support coordinators and/or authorized third parties to review the subsidy standard and payment standard, permitted housing types, housing search strategies, landlord paperwork for unit approval and subsidy initiation, Housing Quality Standards inspections, certificate expiration dates and procedures for requesting extensions and/or transfers. Review the Tenancy Addendum, Family Obligations and Family Disclosures and have eligible applicants and guardians (if applicable) sign.	X	
3. Conduct rental assistance briefings with approved applicants, support coordinators and/or authorized third parties to include information on how the PBRA program works and the responsibilities of the family and owner. In addition to the oral briefing, provide a briefing packet that contains required documents per the SRAP Program Manual guidelines. Review the Tenancy Addendum, the Family Obligations and the Family Disclosures and obtain applicant (or guardian) signatures.		X
4. Issue denials of assistance in accordance with SRAP Program Manual requirements. Include the reason for the denial and an explanation of the appeals process.	X	X
5. Process reasonable accommodation requests for eligible applicants in accordance with SRAP Program Manual requirements.	X	X
6. Issue applicants SRAP certificates that specify the certificate size (or the particular SRAP-PBRA unit) for which the applicant qualifies, the date of certificate issuance and date of expiration.	X	X
7. Refer applicants or participants to the DBHDS Regional Housing Coordinator for assistance with the housing search.	X	
8. Approve and/or deny extensions of SRAP certificates in writing as appropriate, in accordance with SRAP Program Manual requirements.	X	X
F. Unit Approval		
1. Evaluate the units that applicants request for tenancy approval by:	X	
a. Verifying the unit type is permissible and the owner is not disqualified.	X	
b. Performing a rent reasonableness review at initial occupancy and when required per SRAP Program Manual guidelines. The Contractor shall keep documentation that demonstrates rent reasonableness.	X	X

c. Calculating the utility allowance using the Contractor's standard utility allowance, not to exceed the DBHDS maximum utility allowance. Pro-rate the utility allowance in shared housing (for SRAP-TBRA).	X	X
d. Verifying unit affordability at initial occupancy if the gross rent exceeds the payment standard. A unit is affordable if the applicant pays no more than 40% of adjusted monthly income toward the gross rent.	X	
f. Documenting the approved unit rent. The approved rent is the lesser of payment standard or the rent charged for comparable, unassisted units in the same market area.	X	
g. Reviewing the lease to verify that it meets the program requirements. Notify the owner and the applicant, Support Coordinator and/or authorized third parties if the lease does not meet program requirements. Explain what lease deficiencies must be corrected.	X	X
h. Conducting a Housing Quality Standards Inspection prior to new tenant move-ins and at other intervals during occupancy per the SRAP Program Manual requirements.	X	X
i. Notifying the owner and the applicant, Support Coordinator and/or authorized third parties if the unit type is prohibited or the owner is disqualified; the unit is not rent reasonable or affordable; the unit does not pass inspection or the lease does not meet program requirements. Explain any inspection or lease deficiencies that must be corrected.	X	
2. Owners may not raise the rent for SRAP-TBRA units during the initial term of the lease. Subsequently, if an owner proposes a change in rent to a SRAP-TBRA unit and there are no other changes to the lease, perform a rent reasonableness review. If approved, issue a Notice of Rent Amount. If the owner proposes other changes to the lease, perform a full unit review. If approved, issue a Notice of Rent Amount. All SRAP-TBRA rent adjustments are effective the first of the month following 60 days after the Contractor's receipt of the owner's request or on the date specified by the owner, whichever is later.	X	
3. Owners may not raise the rent for SRAP-PBRA units during the initial term of the lease. Subsequently, redetermine rent for SRAP-PBRA units upon the owner's request or when there is a five percent or greater decrease in the published FMR. SRAP-PBRA owners must submit requests for rent increases at least 60 days prior to the SRAP contract anniversary. The Contractor must provide at least 30 days written notice of any change in the amount of rent using the Notice of Rent Adjustment which constitutes an amendment of the rent to owner specified in the SRAP contract. The adjusted amount of rent to owner applies for the period of twelve calendar months from the annual anniversary of the SRAP contract.		X
4. Perform rent reasonableness determinations for SRAP-PBRA units in accordance with the SRAP Program Manual when there is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary date; the Contractor approves a change in the allocation of responsibility for utilities between the owner and tenant; the SRAP contract is amended to		X

substitute a different contract unit in the same building; or there is any other change that may substantially affect the reasonable rent.		
G. Subsidy Determination		
1. Perform the SRAP subsidy review by:	X	
a. Calculating the total tenant payment, utility allowance and tenant contribution toward rent per SRAP Program Manual requirements.	X	X
b. Calculating the family's share when the gross rent exceeds the payment standard. If, at initial occupancy, the family's share exceeds 40% of the family's adjusted monthly income, notify the assisted family, Support Coordinator and/or authorized third parties that the rental assistance cannot be used in this housing.	X	
c. Informing the assisted family, Support Coordinator and/or authorized third parties when the unit and the subsidy review have been completed, the unit is approved, and the applicant or guardian can sign the lease. Provide a Notice of Rent Amount to the owner, the assisted family, the Support Coordinator and authorized third parties that indicates the approved rent, the tenant's rent contribution, the subsidy payment and the utility reimbursement (if any).	X	X
H. State Rental Assistance Program Contract		
1. Prepare and deliver SRAP contracts for owner's signature upon approval of a unit for the SRAP TBRA program and receipt, review and approval of an executed lease. Verify the contract rent in the executed lease and the SRAP contract are the same, and the subsidy payment is the same as indicated on SRAP contract.	X	
2. Upon owner approval of an applicant for a SRAP PBRA unit and completion of the unit inspection, review and approve the owner-prepared Tenancy Addendum and draft lease. Verify the contract rent, address and term on the lease and the SRAP PBRA contract are the same, and the subsidy payment is the same as indicated on the Tenancy Addendum. Provide a Notice of Rent to the participant. Obtain copy of executed Tenancy Addendum and lease.		X
3. Process landlords' W-9 form and ACH form (for direct deposit, if used). Set up and process automatic monthly payments to landlord.	X	X
4. When rent, rental assistance, tenant contribution amounts or utility reimbursements change, provide proper notice of determinations and actions to owners and assisted families by preparing a SRAP Notice of Rent Amount.	X	X
5. Process requests to start landlord payments, stop landlord payments and change landlord payments as needed.	X	X
6. Issue vacancy payments to owners on units in accordance with SRAP Program Manual guidelines.		X
7. Record subsidy payments to landlords and utility reimbursements for each participant in the SRAP workbook.	X	X
8. Process annual 1099-MISC forms for landlords to document subsidy-based rental income.	X	X
I. Policies and Appeals		
1. Apply the vacancy policy to participants as established in the SRAP Program Manual.	X	X
2. Apply policies and procedures in the SRAP Program Manual for transfers and elective moves.	X	X

3. Apply policies and procedures in the SRAP Program Manual for PBRA participant moves when occupying overcrowded, under-occupied and/or accessible units		X
4. Apply policies and procedures in the SRAP Program Manual for termination of SRAP assistance.	X	X
5. Provide informal reviews and informal hearings to program applicants in accordance with SRAP Program Manual requirements.	X	X
J. Memorandum of Agreement		
1. Provide financial and program data to DBHDS for development of annual funding allocations.	X	X
2. Submit programmatic and financial reports (see Attachment D).	X	X
3. Submit unit status reports for SRAP-PBRA (see Attachment D).		X

**Memorandum of Agreement for the State Rental Assistance Program
Attachment B – State Rental Assistance Program Manual**

The State Rental Assistance Program Manual dated August 1, 2018 is hereby incorporated by reference.

Memorandum of Agreement for the State Rental Assistance Program
Attachment C – Program Timeline & Utilization Milestones

BY END OF:	MILESTONE
June 2021	Finalize SRAP Agreement and Budget for FY 2022 and FY 2023. Execute Memorandum of Agreement. Contractor makes initial Semi-Annual Draw-down Request.
October 2021	Contingent upon receipt of referrals, Contractor leases up 25% of available subsidy slots (verifies applicant eligibility, issues certificates, approves units, issues SRAP contracts and initiates landlord payments).
February 2022	Contingent upon receipt of referrals, Contractor leases up 50% of available subsidy slots designated to the Contractor.
June 2022	Contingent upon receipt of referrals, Contractor leases up 100% of available subsidy slots designated to the Contractor.

Memorandum of Agreement for the State Rental Assistance Program
Attachment D – Data Reporting Requirements

All programmatic and financial reporting occurs in the SRAP Workbook, which is an Excel workbook located on a DBHDS-approved file sharing platform. Reports that are due monthly shall be submitted fifteen days after the reporting month ends. Reports that are due quarterly shall be submitted fifteen days after the reporting quarter ends. The fourth quarter financial report is an exception: this report shall be submitted forty-five days after the reporting quarter ends to allow for year-end reconciliation.

<i>Programmatic Reports</i>	<i>Submission Frequency</i>	<i>Method</i>
<p><i>Referrals</i></p> <p>Provide a Referral Status Report for the prior month that tracks data on the status of referrals, SRAP certificates, household size, unit size, initial inspections, shared housing status, leases/SRAP payment contracts, unit addresses, contract rents, utility allowances and reimbursements, gross rents, SRAP/HAP amounts, tenant rents, names of household members, names of live-in aides, and reasonable accommodations requested/approved.</p>	Monthly	Input data into SRAP Referral Status spreadsheet in the SRAP_Prince William workbook.
<p><i>Unit Status (this report is for SRAP PBRA Programs only)</i></p> <p>Provide a PBRA Unit Status Report that identifies the PBRA units by identification number, street address, city, zip code, unit size, number of bathrooms, whether the unit meets federal accessibility requirements, accessible features, the availability of the unit (vacant, leased or off-line), lease start and end dates, and off-line start and end dates.</p>	Monthly	Input data into SRAP PBRA Unit Report in the SRAP_Prince William workbook
<p><i>Demographic Data</i></p> <p>Provide an aggregate demographic data report on SRAP participants that breaks down the total number of SRAP eligible individuals served by gender, race, ethnicity (Hispanic or Latino/Not Hispanic or Latino), and age. Contractor shall use its own data sources to produce this report.</p>	Upon DBHDS Request	Submit in Excel file per DBHDS guidance.

DBHDS shall request demographic data reports in writing, specifying the data needed and the format in which the report should be produced. DBHDS shall give the Contractor at least five business days to produce a report.		
<i>Financial Reports</i>	<i>Submission Frequency</i>	<i>Method</i>
Provide an Actual Expenditure Report for the prior quarter that tracks the approved SRAP subsidy payment and actual SRAP subsidy payment made each month for each occupied unit and the utility reimbursement made each month for each occupied unit. For any unit where the actual payment made differs from the contract, provide a date and written explanation in the comment section (e.g., payment was pro-rated due to lease date, payment was withheld due to HQS non-compliance, etc.).	Quarterly	Input data into the SRAP Actual Expenditure Report in the SRAP_Prince William workbook.
Provide a Projected Expenditure Report for the prior quarter that tracks: <ul style="list-style-type: none"> the prorated subsidy payment amount and payment date for the initial month, the subsidy payment amount for the next monthly subsidy payment and date payments begin, and any subsequent changes to the SRAP subsidy for the lease term and the dates these changes take effect. The SRAP subsidy payment includes the landlord and utility reimbursement to the tenant. The projected monthly subsidy expenditure will auto-populate.	Quarterly	Input data into the SRAP Projected Expenditure Report in the SRAP_Prince William workbook.
Provide an Allocation Expenditure Report for the prior quarter that tracks: <ul style="list-style-type: none"> Annual funding allocation and monthly expenditures against the allocation for the fiscal year, by line item. Line items are delineated in the contract budget. Total funding expended to date Remaining budget balance 	Quarterly	Data autopopulates from Referral Status and Actual Expenditure Reports in the SRAP_Prince William workbook.

<p>Provide a Program Reserve Report for the prior quarter that tracks:</p> <ul style="list-style-type: none">• Initial contributions each fiscal year• Approved draws against the reserve (including date, purpose, amount)• Approved contributions to the reserve for interest (including date)• Other approved contributions to the reserve (including date, purpose, amount)• Approved withdrawals from the reserve (including date, purpose, amount)• Current balance	Quarterly	Input data into the SRAP Program Reserve Report in the SRAP_Prince William workbook.
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**Memorandum of Agreement for the State Rental Assistance Program
Attachment E – Funding Allocations for the Current Fiscal Year and Subsequent Fiscal Year**

Fiscal Year 2022 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 10 TBRA households and 11 PBRA households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	PBRA Amount	TBRA Amount	Total Amount
Rental Assistance	\$ 150,756	\$ 162,456	\$ 313,212
Utility Allowance	\$ 0	\$ 20,808	\$ 20,808
PHA Administrative Fees	\$ 15,840	\$ 14,400	\$ 30,240
Program Reserve	\$ 8,330	\$ 9,883	\$ 18,213
Total FY21 Allocation	\$ 174,926	\$ 207,547	\$ 382,473

Fiscal Year 2023 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 10 TBRA households and 11 PBRA households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	PBRA Amount	TBRA Amount	Total Amount
Rental Assistance	\$ 150,756	\$ 162,456	\$ 313,212
Utility Allowance	\$ 0	\$ 20,808	\$ 20,808
PHA Administrative Fees	\$ 15,840	\$ 14,400	\$ 30,240
Program Reserve	\$ 8,330	\$ 9,883	\$ 18,213
Total FY21 Allocation	\$ 174,926	\$ 207,547	\$ 382,473

Fiscal Year 2022 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 15 TBRA households and 11 PBRA households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	PBRA Amount	TBRA Amount	Total Amount
Rental Assistance	\$ 150,756	\$ 203,070	\$ 353,826
Utility Allowance	\$ 0	\$ 26,010	\$ 26,010
PHA Administrative Fees	\$ 15,840	\$ 18,000	\$ 33,840
Program Reserve	\$ 8,330	\$ 12,354	\$ 18,213
Total FY22 Allocation	\$ 174,926	\$ 259,434	\$ 434,360

Fiscal Year 2023 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 15 TBRA households and 11 PBRA households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	PBRA Amount	TBRA Amount	Total Amount
Rental Assistance	\$ 150,756	\$ 203,070	\$ 353,826
Utility Allowance	\$ 0	\$ 26,010	\$ 26,010
PHA Administrative Fees	\$ 15,840	\$ 18,000	\$ 33,840
Program Reserve	\$ 8,330	\$ 12,354	\$ 18,213
Total FY23 Allocation	\$ 174,926	\$ 259,434	\$ 434,360

ATTACHMENT F: BUSINESS ASSOCIATE AGREEMENT



COMMONWEALTH of VIRGINIA

DEPARTMENT OF

BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

Post Office Box 1797

Richmond, VA 23218-1797

ALISON G. LAND, FACHE
COMMISSIONER

Telephone (804) 786-3921

Fax (804) 371-6638

MOA Number: 720-4887

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of this 3rd day of June 2021, by the Department of Behavioral Health and Developmental Services (herein referred to as "Covered Entity"), with an office at 1220 Bank Street, Richmond, VA 23219 and the Prince William County Office of Housing and Community Development (herein referred to as "Business Associate"), a corporation, department or other entity with office at 15941 Donald Curtis Drive Suite 112, Woodbridge, Virginia 22191.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions: As used in this contract, the terms below will have the following meanings:

- a. Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Prince William County Office of Housing and Community Development.
- b. Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of Business Associate:

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.

- d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Report to the Covered Entity any security incident of which it becomes aware.
- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Amendment:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

FOR: Department of Behavioral Health and
Developmental Services

BY: Alison Land
648C7B1925394F8...
DATE: 6/15/2021 | 12:42 PM EDT

FOR: Prince William County Office of Housing
and Community Development (OHCD)

BY: Billy J. Lake, Director of Housing
Billy Lake
DATE: June 10, 2021

¹ Issuing Office: DBHDS Office of Information Services & Technology

File Name: DBHDS Business Associate Agreement

Original: 05/27/2016

Revised: 3/30/2020

ATTACHMENT G: MATRIX OF REQUIRED PERFORMANCE TARGETS

The Contractor agrees to be bound by the following required performance targets under this Agreement, and understands that DBHDS may deem unsatisfactory performance a default of this Agreement and may take action in accordance with Section IV (H), “Default of Agreement.”

Performance Indicator	Target	Consequences for Failure to Meet Target
Percent of initial SRAP certificates the Contractor issues within 60 days of the date the referral is made by DBHDS.	75% of initial SRAP certificates the Contractor approves each year are issued within 60 days of the DBHDS referral date.	DBHDS may impose the consequences in Section V(G), “Default of the Agreement”, in a progressive manner for a pattern of failure to meet the same target repeatedly or for a pattern of failure to meet multiple targets.
Accurate, timely completion of the “Certificate Status Update” and “Certificate Status Update Date” fields in the Referral Status Report.	Contractor submits the Referral Status Report within fifteen days after each reporting quarter ends. 90% of the Certificate Status Update and Certificate Status Update Date fields for active records are accurate upon DBHDS review and confirmation.	
Accurate, timely completion of the “Lease Start Date” and “Lease End Date” fields in the Referral Status Report.	Contractor submits the Referral Status Report within fifteen days after each reporting quarter ends. 90% of the Lease Start Date and Lease End date fields for active records show a lease term that is in effect during the reporting month.	

**Order No. EP3341998-V2-**

Issued on Thu Nov 04 11:50:10 EDT 2021

eVA Req#: PR9403690-V2

Created on Thu Nov 04 11:50:10 EDT 2021 by Cummins, Jeannie

CHANGE ORDER**Supplier:**

PRINCE WILLIAM COUNTY VA
GOVERNMENT
15941 Donald Curtis Dr Suite #112
Woodbridge VA 22191-4256 United States
Phone: 703-492-2300 Fax: 703-492-0499
Contact: Joan Duckett
Vendor TIN: *****1531
SWAM:

Ordering Person:

Department of Behavioral Health and Developmental
Services
Cummins, Jeannie
Phone: 804-836-4308
E-mail: j.cummins@dbhds.virginia.gov

Ship To:

Department of Behavioral Health and
Developmental Services - Richmond
1220 Bank Street, 8th Floor-Room 819
INSIDE DELIVERY
Richmond, VA 23219 United States
Phone: Fax:

Bill To:

DBHDS Central Office
Finance Office Accounts Payable
PO Box 1797
Richmond, VA 23218-1797 United States
Phone: Fax:
E-mail:

Deliver To: Sylvester Williams

Item	Item Number	Description	Need By	Quantity	Unit	Unit Price	Extended Amount	Contract Number
1		To provide State Rental Assistance in accordance with term contract (720-4887). Term 7/1/21 - 6/30/26. This Line Item covers Fiscal Year 2022, and services shall not exceed the Fiscal Year allotment without approval from DBHDS.	Wed Jun 23 00:00:00 EDT 2021	1	year	\$ 434,360 USD	\$ 434,360 USD	720-4887

Line	Comments:
	See Executed Contract for State Rental Assistance in the attachments.
1	This PR is an expansion of services under contract number 720-4887. The DBHDS Office of Community Housing is increasing the number of rent subsidies that Prince William OHCD administers from 21 subsidies to 26 subsidies in Line Item #1. The FY21 cost to administer the 21 subsidies was \$382,473. The FY 21 cost to administer 26 subsidies (5 of which will be 6-month subsidies) is \$434,360. The incremental cost change is \$51,887, making the total contract value \$434,360 in FY22.
	This modification increases the contract cost by \$51,887 for Prince William OHCD to administer additional 5 subsidies rent bringing the total to 26. The FY21 cost to administer the 21 subsidies was \$382,473. The FY 21 cost to administer 26 subsidies (5 of which will be 6-month subsidies) is \$434,360. The additional cost of \$51,887 brings the total contract value \$434,360 moving into FY22.
Total :	

\$ 434,360
USD

Status: Receiving

This order is governed in all respects by the laws of the Commonwealth of Virginia, including the Virginia Public Procurement Act, the Commonwealth of Virginia Agency Procurement and Surplus Property Manual, and the Commonwealth of Virginia Vendors Manual copies of which are available at www.eVA.virginia.gov. The stated price(s) include shipping FOB destination unless otherwise stated in the body of the order. In addition, this order is subject to an eVA transaction fee in accordance with the eVA Fee Schedule a copy of which is available at <https://dgs.virginia.gov/procurement/policy-consulting--review/policy>.

This fee will be invoiced to your company approximately 60 days after the order issue date specified above, by the Commonwealth of Virginia, Department of General Services. Any modification to these terms must be agreed to in writing by both parties prior to performance of this order. This order may be subject to federal oversight. The vendor, as applicable, will comply with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Part 317-326 (Procurement Standards) and Section 2 CFR 200.404 (Cost Reasonableness).