

MEETING AGENDA

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY COMMITTEE OF THE WHOLE

Wednesday, March 11, 2026

[All-Virtual Meeting](#) | MS Teams Meeting ID: 267 693 278 133 82 Passcode: M7Qk6h5w

6:00 p.m. – CALL TO ORDER

APPROVAL OF MINUTES February 11, 2026

DRAFT ACTION ITEMS FOR MARCH 19, 2026:

1. Resolution Number XX-26 Approval to Submit the Fairfax County Redevelopment and Housing Authority Moving to Work Plan for Fiscal Year 2027 to the U.S. Department of Housing and Urban Development
2. Resolution Number XX-26 Authorization to Execute a Modification to the Memorandum of Agreement with the Virginia Department of Behavioral Health and Developmental Services Regarding New Reporting Requirements and Performance Targets for the State Rental Assistance Program

CLOSED SESSION

ADJOURNMENT

Fairfax County is committed to a policy of nondiscrimination in all County programs, services and activities and will provide reasonable accommodations upon request. To request special accommodations call 703-246-5000 (select menu option 8), or TTY 711.

Minutes of the Fairfax County Redevelopment and Housing Authority Committee of the Whole Meeting – February 11, 2026

A meeting of the Fairfax County Redevelopment and Housing Authority (FCRHA) Committee of the Whole (Committee) was held on February 11, 2026, at the FCRHA Whiteside Board Room, 4530 University Drive, Fairfax, Virginia 22030.

FCRHA Commissioner Joe Mondoro called the FCRHA Committee meeting to order at 6:00 p.m. and moved to appoint Commissioner Cushing as Chairman pro tem due to the absence of Chairman Stanton and Vice Chair Lardner. Commissioner Bailey seconded the motion, which passed unanimously, with Commissioners Alexander, Bloom, and Zurawski having not yet arrived.

Attendance for all, or part of the Committee meeting, was as follows:

Present

Michael Cushing, Chairman Pro Tem
Staci Alexander (arrived at 6:18 p.m.)
Cynthia Bailey
Steven Bloom (arrived at 6:30 p.m.)
Sarah Lennon
Joe Mondoro
Susan Vachal
Paul Zurawski (arrived at 6:02 p.m.)

Absent

Lenore Stanton, Chairman
Elisabeth Lardner, Vice Chair
Nicholas McCoy

Also present at the meeting were the following staff of the Department of Housing and Community Development (HCD): Thomas Fleetwood, Director; Amy Ginger, Deputy Director, Operations; Anna Shapiro, Deputy Director, Real Estate Finance and Development; Linda Hoffman, Director, Policy and Communications (P&C); Brandy Thompson, Associate Director of Policy, P&C; Nathaniel Strathearn, Policy and Program Analyst, P&C; Wesley Fontaine, IT Technician, Central Services; Mark Buenavista, Director, Capital Planning & Development (CPD); Valerie Piper, Capital Project Coordinator, CPD; Erin Kozanecki, Director, Central Services; Rachel Waldman, Associate Director of Real Estate Finance (RECDF); Jeremy Welsh-Loveman, Real Estate Finance Project Manager, RECDF; Matt LaBorde, Engagement and Outreach Manager, Real Estate Finance and Development; Meghan Van Dam, Director, Planning and Inclusionary Housing (PIH); Lucinda Metcalf, Associate Director of Housing Preservation, PIH; Margaret Johnson, Director, Rental Housing; Gentry Alexander, Director, Homeownership; and Sean Wiltshire, Program Administrator, Homeownership.

Also in attendance were FCRHA Counsel: Ryan Wolf, Senior Assistant County Attorney and Susan Timoner, Assistant County Attorney.

Staff Presentation

HCD staff gave a presentation on the *Fairfax County Redevelopment and Housing Authority Portfolio Briefing Update*. Staff noted the growing backlog of capital needs across the nation's public housing portfolio; the cash management strategies being applied to FCRHA-owned properties; and long-range plans to maintain FCRHA-owned property viability while addressing routine maintenance needs. Staff also noted the types of properties and families served throughout the FCRHA portfolio. HCD staff further discussed the age and life cycle of certain communities, noting the need for a capital plan and the categorization of priorities among properties within the FCRHA portfolio. Staff concluded the presentation by noting the importance of developing a capital plan to preserve assets.

Following the presentation, there were discussions on development opportunities, the average tenancy of families residing in FCRHA-owned properties, funding opportunities to support capital needs, and the long-term financial viability of properties based on rents and the income level of tenants.

Approval of Minutes:

Commissioner Zurawski moved to approve the Minutes of the December 10, 2025, FCRHA Committee Meeting, which Commissioner Vachal seconded. The motion passed with Commissioner Mondoro abstaining, Commissioner Bloom having not yet arrived.

Draft Action Item:

Authorization of Subordinate Financing Up to \$2,000,000 to a Subsidiary of Enterprise Community Development for the Renovation of Coralain Gardens and to Amend Related Existing Loan Documents (Mason District)

HCD staff gave a presentation on the authorization of subordinate financing of up to \$2,000,000 to one or more subsidiaries of Enterprise Community Development (ECD) for the renovation of Coralain Gardens Apartments in the Mason District and to amend current loan documents to facilitate the renovations. Staff provided a history of the property and noted the need for additional financing. Staff further noted the renovations will increase the efficiency and quality of the units and will also allow ECD to pursue both 4% and 9% Low Income Housing Tax Credits (LIHTC).

Following the presentation by staff, there was discussion on the FCRHA's underwriting policy and risks associated with providing funds at the beginning of construction, the scope and need of renovations, concerns regarding the affordability timeline of the property and the proposed developer fee.

Draft Action Item:

Authorization to Extend the Maturity Date of Loans

between Morris Glen Limited Partnership and the Fairfax County Redevelopment and Housing Authority (Franconia District)

HCD staff gave a presentation on the authorization to extend the maturity date of loans between Morris Glen Limited Partnership (Partnership) and the FCRHA to March 31, 2029. Staff noted the Partnership does not have sufficient cash flow or reserves to fund the loans at maturity and extending the loan maturity date will allow for the sustained economic viability of Morris Glen, a 60-unit senior, independent living community. Additionally, the extension of the loans will allow for the funding of the operating commitments of the property while allowing for further review of the property's financial status.

Following the presentation by staff, there was a brief discussion regarding the opportunity for longer loan extensions and possible financial burdens associated with extending the loans.

Draft Action Item: *Adoption of the Fairfax County Redevelopment and Housing Authority Fiscal Year 2027 Strategic Plan*

HCD staff gave a presentation on the draft FCRHA Strategic Plan for Fiscal Year 2027, noting that the FCRHA is asked to adopt its annual strategic plan in coordination with the County's budget process. Staff noted the draft Strategic Plan is organized by HCD's Lines of Business and highlighted the four strategic areas outlined in the draft plan, noting that a brief description of key programs and anticipated outcomes are provided for each strategic area. It was also noted that information pertaining to the FY 2027 advertised budget would be updated once the County Executive presents the advertised budget on February 17, 2026. There was no discussion among the Committee.

Draft Action Item: *Authorization, Subject to Board of Supervisors Approval, to Make Loans to Affiliates of Wellington Development Partners up to \$8,100,000 to Finance the Development of Agape Chantilly House Phase Two (Sully District)*

HCD staff gave a presentation on the authorization of subordinate financing of up to \$8,100,000, subject to approval by the Fairfax County Board of Supervisors, to Wellington Development Partners (DWP) for the development of Agape Chantilly House Phase Two in the Sully District. Staff provided a description of the property and background on DWP, noting the property will consist of 81 units of affordable housing serving seniors up to 60 percent of Area Median Income (AMI) for a 99-year affordability period. Staff further noted the design of the project will meet National Green Building Standards, Virginia Housing Universal Design requirements and will include nine ADA-compliant units. It was also noted that the project will leverage several additional

funding sources, including 4% and 9% Low Income Housing Tax Credit (LIHTC).

Following the presentation, there was a brief discussion to clarify the LIHTC selection process and the risk of FCRHA proposed developments competing for consideration.

Draft Action Item: *FCRHA Authorization to Administer Loans of up to \$50,000 to First-time Homebuyers Using Virginia Housing REACH Funds*

HCD staff gave a presentation on the approval and authorization to create a loan program of up to \$50,000 for eligible first-time homebuyers with incomes up to 80% of the Area Median Income (AMI) using Virginia Housing REACH Funds. Staff provided background on the Memorandum of Understanding (MOU) with Virginia Housing, noting the FCRHA can receive up to \$7.5 million in Virginia Housing REACH funds to support access to affordable homeownership in Fairfax County. Staff detailed the allowable uses of the funds, participant eligibility requirements, and loan repayment requirements.

Following the presentation, there was discussion on the available funding, families eligible to be served in the program, marketing efforts, the term of the loans offered to participants, and the underwriting process for applicants.

Adjournment:

The FCRHA Committee meeting adjourned at 7:09 p.m.

Michael Cushing, Chairman Pro Tem

(Seal)

Thomas Fleetwood, Assistant Secretary

FCRHA Agenda Item
March 19, 2026

ACTION – X

RESOLUTION NUMBER XX-26: Approval to Submit the Fairfax County Redevelopment and Housing Authority Moving to Work Plan for Fiscal Year 2027 to the U.S. Department of Housing and Urban Development

ISSUE:

It is requested that the Fairfax County Redevelopment and Housing Authority (FCRHA) approve submitting the FCRHA Moving to Work (MTW) Plan for Fiscal Year (FY) 2027 to the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDATION:

That the FCRHA approves the MTW Plan for FY 2027.

TIMING:

Immediate. The deadline for submission of the FY 2027 MTW Plan to HUD is April 15, 2026.

RELATION TO FCRHA STRATEGIC PLAN:

This action directly supports the FCRHA mission to serve the people of Fairfax County by creating housing opportunities to promote inclusive and thriving communities.

BACKGROUND:

The Moving to Work demonstration allows Public Housing Authorities (PHAs) to design and test innovative, locally-designed housing and self-sufficiency strategies for low-income families by: (1) permitting PHAs to combine assistance received under Sections 8 and 9 of the United States Housing Act of 1937 into a single funding source (generally the Housing Choice Voucher (HCV) program, including Project-Based Vouchers, and Public Housing Capital and Operating Funds); and (2) allowing certain exemptions from existing Public Housing and HCV program rules, as approved by HUD. In 2013, the FCRHA was selected as an MTW agency.

The draft FY 2027 MTW Plan repropose the following two activities for HUD approval:

- Implementation of Payment Standards at Effective Date Activity

MTW Activity 2023-1 is being repropose to request authorization to apply new, increased or decreased payment standards at any time after their effective date. Approval of this activity is needed to accurately apply and update the RealMarket

FCRHA Agenda Item
March 19, 2026

Payment Standards (MTW Activity 2019-1). RealMarket Payment Standards are comprised of three tiers and assign all Fairfax County zip codes to a tier based on local rental data. To continue to align zip codes to the correct tier which accurately reflects the cost of renting, there is the potential to re-assign a zip code to a different tier resulting in either a higher or lower payment standard amount. If approved by HUD, additional information regarding implementation will be outlined in the FCRHA's HCV Administrative Plan.

The FCRHA's ability to apply the payment standards when effective will provide immediate positive benefits to households when the zip code is shifted to a higher payment standard tier. Households, who experience a decrease in their payment standard and continue to reside in the unit for which they are currently receiving assistance, will have the decrease applied any time after the effective date – generally at the next regularly scheduled reexamination. The ability to apply a decreased payment standard at the effective date will provide greater flexibilities for the FCRHA in responding to fluctuations in funding.

- Alternative Utility Allowance Schedules for Project-Based Voucher Units

MTW Activity 2025-1 currently allows the FCRHA to establish local site-specific utility allowances for newly constructed, redeveloped, or preserved Project-Based Vouchers (PBV) units (exclusive of the RAD-PBV portfolio) which incorporate energy efficient design elements.

If approved, this activity would be modified to develop and apply a singular, countywide energy efficient utility allowance (EEUA) for newly constructed, redeveloped, or preserved PBV units in lieu of site-specific energy efficient utility allowances, which have been complex to administer. In doing so, two different countywide utility allowances would be applied to PBVs: 1) the current allowance (the utility allowance for the tenant based HCV program) which is revised annually based on a utility rate and consumption study conducted by an independent consultant. This will continue to be applied, as is currently done, to all existing PBV units; and 2) the new proposed countywide EEUA which will be applied to newly constructed, redeveloped and preserved PBVs that meet certain energy efficiency standards.

Utilizing a countywide EEUA will simplify the process for developers while increasing transparency to households in its application. All current site-specific energy efficient utility allowances will convert to the countywide EEUA at the next HAP Contract anniversary after implementation.

The draft FY 2027 MTW Plan also proposes the following changes to the HCV waiting list:

FCRHA Agenda Item
 March 19, 2026

- Potential Consolidation of Waiting Lists – To more efficiently assist households in finding suitable housing, the FCRHA is proposing to explore the possibility of consolidating its individual PBV and Rental Assistance Demonstration Project-Based Vouchers (RAD-PBV) property waiting lists. The consolidation, if determined feasible, will establish one waiting list to be opened on a routine schedule with selections made based on available vacancies. In addition, current waiting list applicants would retain their position.
- New Preferences – To ensure that current households do not lose their housing assistance, the FCRHA is proposing to add three new preferences for the HCV waiting list.

Emergency Housing Voucher (EHV) – a priority preference for families placed on the HCV waiting list to be immediately selected. It is anticipated that federal funding will end by the end of calendar year 2026. Therefore, if approved, all EHV's will transition to the HCV program to prevent housing disruption or a loss of rental subsidy.

Tenant Based Rental Assistance (TBRA) – a priority preference for households placed on the HCV waiting listing to be immediately selected. If approved, and funding sources decline, TBRA households will remain housed without disruption.

Foster Youth to Independence (FYI) – a preference for FYI voucher holders whose assistance is expiring due to voucher time limits to be immediately selected off the HCV waiting list. While the FCRHA does not currently have FYI vouchers, staff is in the process of pursuing non-competitive, on-demand FYI vouchers and anticipate having them in FY 2027.

The draft FY 2027 Plan also provides an update on activities that have been implemented and closed out. These activities are:

ACTIVITY	STATUS
Reduce Frequency of Reexaminations	Implemented
Streamline Inspections for Housing Choice Voucher Units	Implemented
Institute a Minimum Rent	Implemented
Increase the Family Share of Rent from 30 Percent to 35 Percent of Family Income in the Housing Choice Voucher and Rental Assistance Demonstration Project-Based Voucher Program	Implemented
Use Moving to Work Funds for Local, Non-Traditional Housing Program	Implemented
Modify Project-Based Voucher Choice Mobility Criteria	Implemented
Modify the Family Self-Sufficiency Program	Implemented

FCRHA Agenda Item
 March 19, 2026

Authorization to Establish a Local Moving to Work Project-Based Voucher Program	Implemented
Modify the Calculation of the Family Share of Rent	Implemented
Increase Initial Maximum Tenant Rent Burden to 45 Percent	Implemented
Establish Fairfax County Payment Standards	Implemented
Affordable Housing Acquisition and Development	Implemented
Rental Assistance Demonstration Project-Based Voucher Program Admissions Policy	Implemented
Eliminate Mandatory Earned Income Disregard Calculation	Closed Out
Streamline Inspections for Public Housing Residents	Closed Out
Design and Initiate a Rent Reform Controlled Study	Closed Out
Convert Scattered-Site Public Housing Units to Project-Based Section 8 Assistance	Closed Out
Allow Implementation of Reduced Payment Standards at Next Annual Reexamination	Closed Out
Eliminate Flat Rents in the Public Housing Program	Closed Out
Establish a Gateway to Housing Choice Voucher Program from the Tenant-Based Rental Assistance Program	Closed Out
Establish Shared Housing Program for Rental Assistance Demonstration Project-Based Voucher Program	Closed Out

The MTW Plan was available for public comment from January 26, 2026, through February 27, 2026, and the required public hearing was held on February 19, 2026. The MTW Resident Advisory Committee was provided with an opportunity to review the MTW Plan through a virtual meeting and has provided a letter of support for the MTW Plan.

As part of the annual MTW Plan, the FCRHA is required to submit a HUD-promulgated form of Certifications of Compliance, signed by the Chairman of the FCRHA. The current HUD form of Certifications of Compliance is included as Attachment 3.

STAFF IMPACT:

The development of the MTW Plan required the coordination of staff within HCD, particularly staff from the Rental Assistance and Policy and Communications Divisions. Staff worked together to not only develop the Plan, but also to implement each of the activities.

FCRHA Agenda Item
March 19, 2026

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

- Attachment 1: Resolution Number XX-26
- Attachment 2: Draft Fiscal Year 2027 Fairfax County Redevelopment and Housing Authority Moving to Work Plan
- Attachment 3: Certifications of Compliance

STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Amy Ginger, Deputy Director, Operations, HCD
Linda Hoffman, Director, Policy and Communications (P&C), HCD
Brandy Thompson, Associate Director of Policy, P&C, HCD

ASSIGNED COUNSEL:

Ryan Wolf, Senior Assistant County Attorney

RESOLUTION NUMBER XX-26

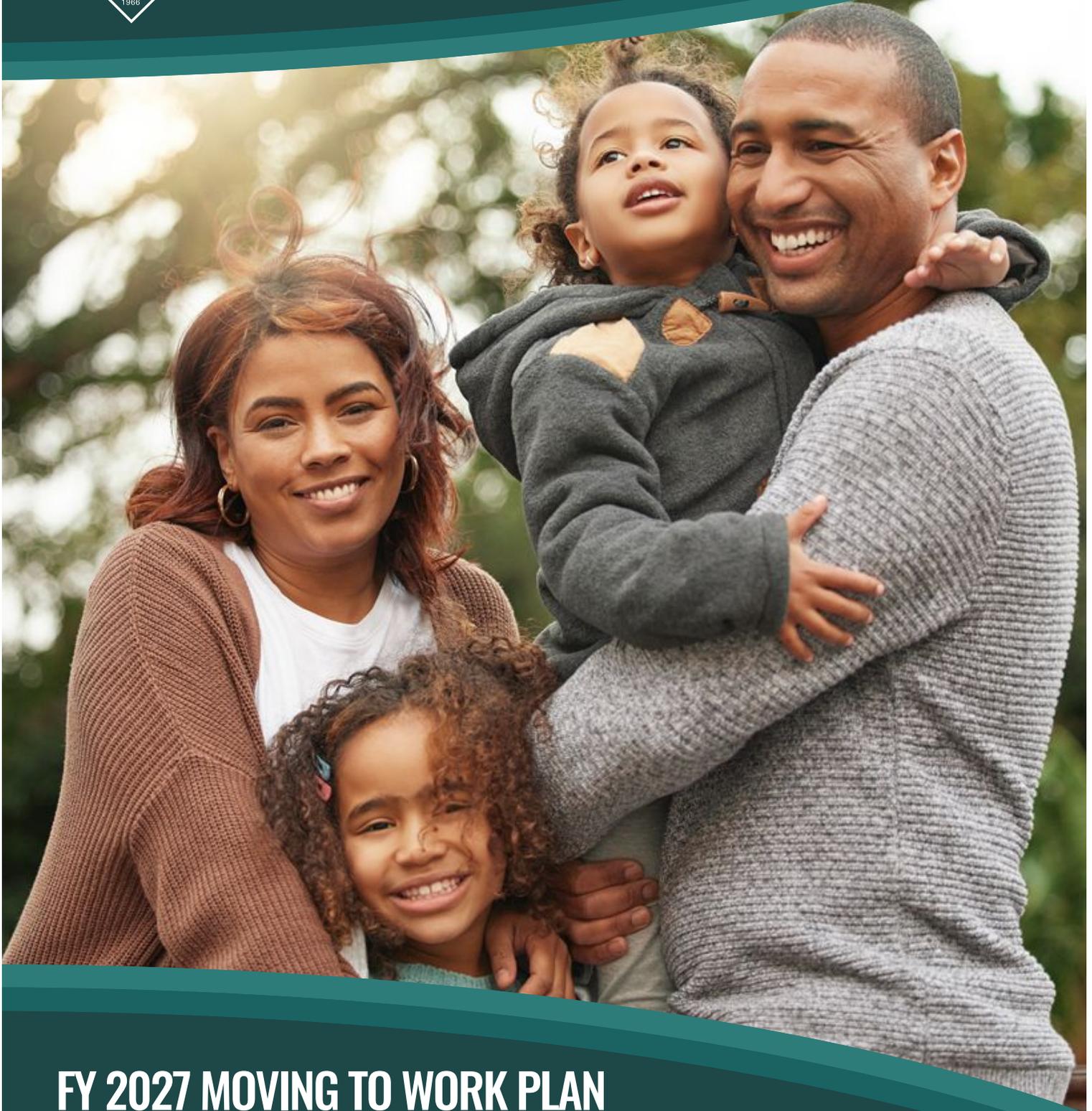
Approval to Submit the Fairfax County Redevelopment and Housing Authority
Moving to Work Plan for Fiscal Year 2027 to the U.S. Department of Housing and
Urban Development

BE IT RESOLVED THAT the Fairfax County Redevelopment and Housing Authority (FCRHA) approves the submission to the U.S. Department of Housing and Urban Development of the Moving to Work Plan for Fiscal Year 2027, as contained in the Action Item presented to the FCRHA on March 19, 2026, and authorizes the FCRHA Chairman to sign the HUD-promulgated Moving to Work Certifications of Compliance for the Plan.

DRAFT



FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY



FY 2027 MOVING TO WORK PLAN

*DRAFT: To be submitted to the U.S. Department of Housing
and Urban Development on or before April 15, 2026*

The Mission

We serve the people of Fairfax County by creating housing opportunities to promote inclusive and thriving communities.

The Vision

A community everyone can afford to call home.

FCRHA Commissioners

Lenore Stanton, Chair
Elisabeth Lardner, Vice Chair
Staci Alexander
Cynthia Bailey
Steve Bloom
Michael Cushing
Sarah Lennon
Nicholas McCoy
Joe Mondoro
Susan Vachal
Paul Zurawski

Fairfax County Department of Housing and Community Development – Executive Team

Thomas Fleetwood, Director
Amy Ginger, Deputy Director, Operations
Anna Shapiro, Deputy Director, Real Estate Finance and Development
Tom Barnett, Deputy Director, Office to Prevent and End Homelessness
Gentry Alexander
Betty Barnuevo
Mark Buenavista
Marta Cruz
Linda Hoffman
Margaret Johnson
Erin Kozanecki
Sean Read
Callahan Seltzer
Meghan Van Dam

Table of Contents

I.	Introduction.....	4
II.	General Operating Information.....	8
III.	Proposed MTW Activities: HUD Approval Requested	13
IV.A.	Approved MTW Activities: Implemented.....	17
IV.B.	Approved MTW Activities: Not Yet Implemented Activities	42
IV.C.	Approved MTW Activities: Activities on Hold	43
IV.D.	Approved MTW Activities: Closed Out	44
V.	Planned Application of MTW Funds	48
VI.	Administrative	52
VII.	Appendix.....	59

I. Introduction

Moving to Work (MTW) is a demonstration program that offers Public Housing Authorities (PHAs) the opportunity to design and test innovative, locally designed strategies by allowing exemptions from existing Public Housing and tenant-based Housing Choice Voucher (HCV) rules. The program also permits PHAs to combine operating, capital, and tenant-based assistance funds into a single agency-wide funding source, as approved by the U.S. Department of Housing and Urban Development (HUD). The purpose of Moving to Work is to give PHAs and HUD the flexibility to implement various approaches for administering housing assistance that accomplish three primary goals:

1. Reduce cost and achieve greater cost effectiveness in federal expenditures;
2. Incentivize employment to help families increase their levels of self-sufficiency; and
3. Increase housing choices for low-income families.

In 2013, the Fairfax County Redevelopment and Housing Authority (FCRHA) was designated as a Moving to Work agency. The FCRHA provides numerous affordable housing options, from rental vouchers to moderately priced rental units, as well as affordable opportunities for homeownership. Each household fits somewhere along this continuum and households are offered opportunities to progress to the next step based on their level of self-sufficiency as well as the availability of housing resources. Housing options in the continuum include the following:

Project-Based or Tenant-Based Housing Choice Voucher. The federal Housing Choice Voucher Program serves extremely and very low-income households (earning 50 percent of AMI and below) that need housing assistance. Participants can be referred to local nonprofit organizations for assistance with employment, case management, and other services as needed.

Fairfax County Rental Program. The local Fairfax County Rental Program (FCRP) generally serves working, low- to moderate-income households (earning 80 percent of AMI and below). Housing managed under the FCRP includes multifamily housing, housing for public sector and healthcare employees, seniors, and supportive housing. FCRP properties are locally owned by the FCRHA, and no funding provided by the HUD Office of Public and Indian Housing is used to either acquire or operate the program.

Homeownership or Unsubsidized Housing. The FCRHA offers affordably priced new and resale townhomes and condominiums to first-time homebuyers who meet income and other qualifications. Individuals and families who are considered self-sufficient are referred to the program.

The FCRHA uses Moving to Work flexibility to:

- Further a range of housing programs and services that help participants move toward the greatest level of self-sufficiency they can attain.
- Expand community partnerships with nonprofit organizations to provide self-sufficiency services.
- Reduce the regulatory burden both for both staff and customers.
- Align housing resources with community needs, consistent with Fairfax County's affordable housing development and preservation goals.

Overview of the FCRHA'S Short-Term MTW Goals and Objectives

The Fiscal Year (FY) 2027 Moving to Work Plan (the Plan) furthers the work of the FCRHA and includes two re-

proposed activities. The Plan supports the efforts of the FCRHA to preserve and develop affordable housing as well as provide greater housing mobility and self-sufficiency opportunities. In FY 2027, the FCRHA will continue to focus on understanding barriers and opportunities to self-sufficiency through data analysis and resident engagement activities. In addition, the FCRHA will continue to implement landlord engagement and outreach strategies to continue to attract and retain landlords in the HCV program, particularly in high-cost areas of the county. As in the past, the FCRHA will continue to monitor several important policies designed to decrease the cost of assistance to families in the HCV program as well as the impact of a changing rental market on households.

The following is a list of the activities included in the FY 2027 Plan—those that are re-proposed, implemented, and closed out.

RE-PROPOSED	
2023-1	Implementation of Payment Standards at Effective Date
2025-1	Alternative Utility Allowance Schedules for Project-Based Voucher Units
IMPLEMENTED	
2014-1	Reduce Frequency of Reexaminations
2014-3	Streamline Inspections for Housing Choice Voucher Units
2014-5	Institute a Minimum Rent
2014-9	Increase the Family Share of Rent from 30 Percent to 35 Percent of Family Income in the Housing Choice Voucher and Rental Assistance Demonstration Project-Based Voucher Program
2016-1	Use Moving to Work Funds for Local, Non-Traditional Housing Program
2016-2	Modify Project-Based Voucher Choice Mobility Criteria
2017-1	Modify the Family Self-Sufficiency Program
2017-3	Authorization to Establish a Local Moving to Work Project-Based Voucher Program
2018A-1	Modify the Calculation of the Family Share of Rent
2018A-3	Increase Initial Maximum Tenant Rent Burden to 45 Percent
2019-1	Establish Fairfax County Payment Standards
2021-1	Affordable Housing Acquisition and Development
2021-2	Rental Assistance Demonstration Project-Based Voucher Program Admissions Policy
CLOSED OUT	
2014-2	Eliminate Mandatory Earned Income Disregard Calculation
2014-4	Streamline Inspections for Public Housing Residents
2014-6	Design and Initiate a Rent Reform Controlled Study
2014-7	Convert Scattered-Site Public Housing Units to Project-Based Section 8 Assistance
2014-8	Allow Implementation of Reduced Payment Standards at Next Annual Reexamination
2015-1	Eliminate Flat Rents in the Public Housing Program
2017-2	Establish a Gateway to Housing Choice Voucher Program from the Tenant-Based Rental Assistance Program
2018A-2	Establish Shared Housing Program for Rental Assistance Demonstration Project-Based Voucher Program

Highlights of the FCRHA’s short-term goals for FY 2027 include:

1. **Update MTW Strategies with Input from Participants:** In FY 2027, the FCRHA will continue to build on client engagement activities to better understand opportunities and challenges facing households, with the MTW Resident Advisory Committee playing an integral role. In addition, the FCRHA will continue to analyze programmatic data to supplement qualitative research and further understand where policy revisions could further benefit households.
2. **Engage in Landlord Outreach Activities.** As part of ongoing efforts to increase housing mobility opportunities for households, the FCRHA will continue to engage in landlord recruitment and retention activities throughout FY 2027. The focus will be recruiting new landlords, particularly in areas of Fairfax County where HCV households typically are not able to find housing due to a variety of issues. Landlord outreach activities are a critical component to the continued successful implementation of the FCRHA’s local payment standards (i.e., RealMarket Payment Standards) to increase the supply of available housing options in areas of the county with higher rents.

Overview of the FCRHA’S Long-Term MTW Goals

Moving to Work provides the opportunity to utilize block grant flexibility to meet an important goal of the FCRHA—to *preserve, expand, and facilitate new affordable housing opportunities in Fairfax County*. There continues to be a significant shortage of affordable rental and homeownership opportunities in Fairfax County. To help address the housing gap, Fairfax County has adopted a goal of producing 10,000 net new affordable homes by the year 2034 for households at 60% of the Area Median Income (AMI) or below as well as a goal of no net loss of existing affordable rental units. To that end, a long-term Moving to Work goal of the FCRHA is to realize savings through its federal programs—both through efficiencies in the programs, as well as ultimately moving families to self-sufficiency—and to utilize these savings for the creation and preservation of affordable housing.

II. General Operating Information

A. Housing Stock Information

I. Planned New Public Housing Units

New public housing units that the MTW PHA anticipates will be added during the Plan Year.

Asset Management Project (AMP) Name and Number	Bedroom Size						Total Units	Population Type*	# of Uniform Federal Accessibility Standards (UFAS) Units	
	0/1	2	3	4	5	6+			Fully Accessible	Adaptable
N/A	0	0	0	0	0	0	0	N/A	0	0

II. Planned Public Housing Units to be Removed

Public housing units that the MTW PHA anticipates will be removed during the Plan Year.

AMP Name and Number	# of Units to be Removed	Explanation for Removal
N/A	0	N/A

III. Planned New Project-Based Vouchers

Tenant-based vouchers that the MTW PHA anticipates project-basing for the first time during the Plan Year.

These include only those in which at least an Agreement to enter into a Housing Assistance Payment (AHAP) will be in place by the end of the Plan Year. Indicate whether the unit is included in the Rental Assistance Demonstration (RAD).

Property Name	# of Vouchers to be Project-Based	RAD?	Description of Project
Beacon Landing *	48	No	Development of Permanent Supportive Housing
Kindred Crossing *	48	No	Development of Multifamily Housing
Telestar *	27	No	Development of Multifamily Housing
Agape House Chantilly **	8	No	Development of Senior Housing
The Exchange at Spring Hill Station **	100	No	Development of Multifamily Housing
Fairfax Crest**	14	No	Development of Multifamily Housing
Indigo at McLean Station **	8	No	Development of Multifamily Housing
Little River Glen **	35	No	Development of Senior Housing

* An AHAP is expected to be in place before or during FY 2027

** An AHAP is currently in place.

IV. Existing Project-Based Vouchers

Tenant-based vouchers that the MTW PHA is currently project-basing in the Plan Year. These include only those in which at least an AHAP is already in place at the beginning of the Plan Year. Indicate whether the unit is included in RAD.

Property Name	# of Project-Based Vouchers	Planned Status at End of Plan Year*	RAD?	Description of Project
Agape House Chantilly	8	Committed	No	Senior housing
Arden (The)	8	Leased	No	Multifamily housing
Arrowbrook	8	Leased	No	Multifamily housing
Autumn Willow	8	Leased	No	Senior housing
Briarcliff	26	Leased	No	Multifamily housing
Chesterbrook Senior Residences	44	Leased	No	Senior housing
Community Residences	5	Leased	No	Group housing
Coppermine	57	Leased	No	Multifamily housing
Coralain Gardens	28	Leased	No	Multifamily housing
The Exchange at Spring Hill Station	100	Committed	No	Multifamily housing
Fairfax Crest	14	Committed	No	Multifamily housing
Fallstead at Lewinsville Center	22	Leased	No	Senior housing
Herndon Harbor House	3	Leased	No	Senior housing
Hollybrooke III	9	Leased	No	Multifamily housing
Indigo at McLean Station	8	Committed	No	Multifamily housing
Lewinsville Retirement Residences	18	Leased	No	Senior housing
Lincolnia Senior Apartments	26	Leased	No	Senior housing
Lindsay Hill	8	Leased	No	Senior housing
Little River Glen	45	Leased	No	Senior housing
Little River Glen	35	Committed	No	Senior housing
Madison Ridge	24	Leased	No	Multifamily housing
Morris Glen	12	Leased	No	Senior housing
New Lake Anne	122	Leased	No	Housing for seniors and individuals with a disability
North Hill	68	Leased	No	Senior and multifamily housing
Oakwood	8	Leased	No	Senior housing
One University	31	Leased	No	Senior housing
Scattered Sites	106	Leased	No	Scattered sites
Stonegate	6	Leased	No	Multifamily housing
Westglade	6	Leased	No	Multifamily housing
Wexford Manor	5	Leased	No	Multifamily housing
RAD Component 1-PBV	1,060	Leased	Yes	Multifamily housing
RAD Component 2-PBV	108	Leased	Yes	Multifamily housing
VASH-PBV	3	Leased	No	Multifamily housing
TOTAL	2,058			

*Select "Planned Status at the End of Plan Year" from: Committed, Leased/Issued

V. Planned Other Changes to MTW Housing Stock Anticipated During the Plan Year

Examples of the types of other changes can include (but are not limited to): units held off-line due to relocation or substantial rehabilitation, local, non-traditional units to be acquired/developed, etc.

Planned Other Changes to MTW Housing Stock Anticipated in the Plan Year
The FCRHA anticipates adding 19 new local non-traditional households (property-based) and 14 new local non-traditional tenant-based households in FY 2027.

VI. General Description of All Planned Capital Expenditures During the Plan Year

Narrative general description of all planned capital expenditures of MTW funds during the Plan Year.

General Description of All Planned Capital Expenditures During the Plan Year
The FCRHA does not anticipate using MTW funds for capital expenditures, however the FCRHA will continue to scan for acquisition, development and preservation opportunities in FY 2027.

B. Leasing Information

I. Planned Number of Households Served

Snapshot and unit month information on the number of households the MTW PHA plans to serve at the end of the Plan Year.

Planned Number of Households Served Through:	Planned Number of Unit Months Occupied/Leased*	Planned Number of Households to be Served**
MTW Public Housing Units Leased	N/A	N/A
MTW Housing Choice Vouchers (HCV) Utilized (includes RAD)	60,708	5,059
Local, Non-Traditional: Tenant-Based^	468	39
Local, Non-Traditional: Property-Based^	240	20
Local, Non-Traditional: Homeownership^	0	0
Planned Total Households Served	61,416	5,118

* "Planned Number of Unit Months Occupied/Leased" is the total number of months the MTW PHA plans to have leased/occupied in each category throughout the full Plan Year.

**"Planned Number of Households to be Served" is calculated by dividing the "Planned Number of Unit Months Occupied/Leased" by the number of months in the Plan Year.

^In instances when a local, non-traditional program provides a certain subsidy level but does not specify a number of units/households to be served, the MTW PHA should estimate the number of households to be served.

Local, Non-Traditional Category	MTW Activity Name/Number	Planned Number of Unit Months Occupied/Leased*	Planned Number of Households to be Served*
Tenant-Based	2016-1	468	39**
Property-Based	2021-1	240	20***
Homeownership	N/A	N/A	N/A

* The sum of the figures provided should match the totals provided for each local, non-traditional categories in the previous table. Figures should be given by individual activity. Multiple entries may be made for each category if applicable.

** Includes 39 households served through tenant-based rental assistance.

*** Includes 1 unit at The Senior Residences of North Hill and 19 units at Little River Glen IV.

II. Discussion of Any Anticipated Issues/Possible Solutions Related to Leasing

Discussions of any anticipated issues and solutions in the MTW housing programs listed.

Housing Program	Description of Anticipated Leasing Issues and Possible Solutions
MTW Public Housing	N/A
MTW Housing Choice Voucher	N/A
Local, Non-Traditional	N/A

C. Waiting List Information

I. Waiting List Information Anticipated

Snapshot information of waiting list data as anticipated at the beginning of the Plan Year. The “Description” column should detail the structure of the waiting list and the population(s) served.

Waiting List Name	Description	# of Households on Waiting List	Waiting List Open, Partially Open or Closed	Plans to Open the Waiting List During the Plan Year
RAD—PBV Waitlist	RAD Project-Based Voucher Program	3,483	Partially Open	Yes
PBV Waitlist	Project Based Vouchers	20,322	Partially Open	Yes
Housing Choice Voucher—Tenant Based	Housing Choice Voucher Program	294	Closed	Yes

Please describe any duplication of applicants across waiting lists: Applicants can apply to multiple rental assistance programs and often appear on multiple lists.

II. Planned Changes to Waiting List in the Plan Year

Please describe any anticipated changes to the organizational structure or policies of the waiting list(s), including any opening or closing of a waiting list, during the Plan Year.

Waiting List Name	Description of Planned Changes to Waiting List
RAD-PBV Waitlist	See below
PBV Waitlist	See below
HCV Waitlist	The FCRHA will open the HCV waitlist either at the end of FY 2026 or beginning quarter of FY 2027.

Planned Changes to HCV Waiting List

Currently, the FCRHA opens PBV/RAD-PBV waiting lists up to four times per year, by property and by unit size. To better assist families and reduce administrative burden on staff, in FY 2027 the FCRHA will explore the possibility of consolidating individual PBV/RAD-PBV property waiting lists into one waiting list that will be opened on a routine schedule. If determined to be feasible, selections from the consolidated PBV/RAD-PBV waiting list will be made based on available vacancies at any property and any specific unit criteria that applies to a vacancy(ies). FCRHA staff will review applicants in order of the waiting list until a household is identified

that meets the established vacancy criteria (i.e., available unit size, established income limits, age restrictions). Applicants who do not meet the established vacancy criteria will remain on the waiting list in their original place. Current waiting list applicants will retain their position. If determined feasible and implemented, this change will decrease administrative burden on staff while simultaneously helping households find suitable housing more efficiently by only having to apply to one waiting list.

In FY 2027, the FCRHA is proposing to provide three new preferences for the Housing Choice Voucher waiting list as follows:

- Emergency Housing Vouchers (EHVs). The final federal funding allocation for EHVs has been issued with funds anticipated to end by the end of CY 2026. As such, the FCRHA is seeking to transition all EHVs to the HCV program, to prevent housing disruption or a loss of rental subsidy. EHV families will be placed on the HCV waiting list and given a priority preference for immediate selection off the HCV waiting list. EHV households will retain EHV special provisions after transitioning to the HCV program until their first regular reexamination. After completion of their first regular reexamination, HCV program rules, as modified in the MTW Plan, will apply. EHV households will maintain their original reexamination cycle following the transition to HCV. The FCRHA is also seeking a regulatory waiver, per PIH Notice 2025-19, to immediately move EHV households to the HCV program. If approved, the FCRHA will subsequently remove the priority preference as stated above as authority will be provided via the regulatory waiver from HUD. The FCRHA will comply with all HUD requirements in transitioning EHV to HCV, whether the preference or a waiver is used.
- Tenant Based Rental Assistance Program (TBRA). The FCRHA currently uses federal HOME-funding to serve populations experiencing homelessness and individuals with special needs. In FY 2027, TBRA households will be given a priority preference and immediately selected off the HCV waiting list. This will ensure that TBRA households do not experience a disruption to their rental assistance if current funding sources decline.
- Foster Youth to Independence (FYI). The FCRHA is pursuing non-competitive, on-demand FYI vouchers through the FYI Initiative. FYI vouchers make HCV assistance available to individuals aged 18 to 24 years old, who have left or will leave the foster care system and are at risk of experiencing homelessness. These vouchers are time limited by statute, with individuals eligible for rental assistance for 36 months. The FCRHA will provide a preference for FYI voucher holders whose assistance is expiring and will have a lack of adequate housing because of their termination from the program, or similar category. FYI families will be given a preference and immediately selected off the HCV waiting list.

III. Proposed MTW Activities: HUD Approval Requested

2023-1 Implementation of Payment Standards at Effective Date

Cost Effectiveness

Self-Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2023
- Implemented: N/A
- Reproposed: FY 2027

Description of Activity

The FCRHA was given the authority to apply new payment standards at any time after the effective date of the new amount when the payment standard increases. Applying new, increased payment standards after the effective date, in lieu of at a household’s first regular reexamination after or on the effective date of a payment standard, can help to reduce the number of households who are rent burdened. This flexibility is important due to high market rents in Fairfax County and because most HCV households are on either a two- or three-year reexamination schedule, which could further delay the application of any change in payment standards.

In FY 2027, the FCRHA is seeking to re-propose this activity as follows:

The FCRHA is requesting authorization to apply new, increased or decreased payment standards at any time after their effective date. This flexibility is needed to continue to accurately implement the RealMarket Payment Standards (MTW Activity 2019-1) comprised of three tiers. The methodology of the RealMarket Payment Standards assigns all Fairfax County zip codes to one of three tiers based on local rental data. To align zip codes to the correct tier, that accurately reflects the cost of renting, there is the potential to adjust or re-assign a zip code to either a higher or lower payment standard amount. It is important to be able to apply any adjustments when effective, due to the reexamination cycle of most households (either two or three years). The ability to apply an increased payment standard at the effective date will provide immediate positive benefits to households when the zip code is shifted to a higher payment standard tier.

Households, who experience a decrease in their payment standard and continue to reside in the unit for which they are currently receiving assistance, will have the decrease applied any time after the effective date – generally at the next regularly scheduled reexamination. The ability to apply a decreased payment standard at the effective date will provide greater flexibility to the FCRHA, if needed, to respond to funding fluctuations. The FCRHA reserves the ability to apply the decrease sooner based on financial conditions, but never less than 365 days with notice. The FCRHA may hold households harmless who experience a decrease in their payment standard as long as they remain in their current unit.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2023-1 Applicability	Voucher Type	Activity 2023-1 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	N/A	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	N/A	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 – PBV	N/A	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	YES	Family Unification Protection Vouchers 08/09	YES

Cost Implications

The FCRHA does not anticipate this proposed change will result in a significant cost implication. With the ability to implement both increases and decreases in payment standard amounts at the effective date, the FCRHA will be able to adjust more quickly to changes in the local rental market. As with all activities, the FCRHA will continue to closely monitor any fiscal implications if this activity is authorized.

Need/Justification for MTW Flexibility

The FCRHA requests authorization to modify this activity under the following section of the MTW Agreement:

- Attachment C, Section D.2a, Rent Policies and Term Limits, 24 CFR § 982.505

MTW flexibility is necessary to modify current regulations pertaining to the effective date of payment standards.

2025-1 Local Site-Specific Utility Allowance Schedules for Project-Based Voucher Units

Cost Effectiveness
Self-Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2025
- Implemented: FY 2025
- Reproposed: FY 2027

Description of Activity

The FCRHA can set local site-specific utility allowances for newly constructed, redeveloped, or preserved Project-Based Vouchers (PBV) units (exclusive of the RAD-PBV portfolio) which incorporate energy efficient design elements such as ENERGY STAR certification, EarthCraft Gold, and Zero Energy Ready Home standards. This activity improves the cost effectiveness of PBV units, particularly those awarded for new construction under MTW authority by promoting utility conservation and the efficient use of Housing Assistance Payment (HAP) funding.

Under this authority, the FCRHA requests developers to submit a proposed utility allowance inclusive of data that substantiates the requested amount. Developers are required to utilize a third-party entity to formulate an initial estimated utility allowance and to update this assessment every year. This request is compared to the FCRHA’s current countywide utility allowance. A site-specific utility allowance may be granted at the discretion of the FCRHA based on a variance in utility amounts. This authority is only utilized when administratively beneficial to the FCRHA and a developer. If a developer is requesting a site-specific utility allowance for a small number of PBV units, the FCRHA will evaluate this request against administrative efficiencies in their determination of whether to grant the request or not. All households are provided with information on utility allowances when leasing a PBV unit impacted by this MTW authority. The FCRHA will apply approved site-specific utility allowances to any tenant-based voucher households that reside at the property to ensure consistency between PBVs and tenant-based vouchers.

In FY 2027, the FCRHA is seeking to re-propose this activity as follows:

The FCRHA is requesting to modify this activity by developing and applying a singular, countywide energy efficient utility allowance (EEUA) for newly constructed, redeveloped, or preserved PBV units in lieu of site-specific energy efficient utility allowances. While the use of site-specific utility allowances offered a tailored approach for new or redeveloped PBVs, it has been administratively burdensome and complex to administer. Utilizing a countywide EEUA will simplify the process for developers while increasing transparency to households in its application.

If approved, the FCRHA will use two different countywide utility allowances that will be applied to PBVs: 1) the current allowance (the utility allowance for the tenant-based HCV program) which is revised annually based on a utility rate and consumption study conducted by an independent consultant. This will continue to be applied, as is currently done, to all existing PBV units; and 2) the new proposed countywide EEUA which will be applied to newly constructed, redeveloped and preserved PBVs that meet certain energy efficiency standards. The EEUA will also be developed by an independent consultant and will only be applied to new or redeveloped units which incorporate energy efficient design elements such as ENERGY STAR certification, EarthCraft Gold, and Zero Energy Ready Home standards. As with the site-specific allowances, the FCRHA will apply the approved countywide EEUA to any tenant-based voucher households that reside at the property to ensure consistency between PBVs and tenant-based vouchers. PBV units that have previously been approved to use site-specific energy efficient utility allowances will be converted to the new EEUA at the next HAP Contract anniversary after

adoption of the EEUA. An EEUA will be granted at the discretion of the FCRHA upon review that a newly constructed, redeveloped or preserved PBV meets energy efficiency standards.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2025-1 Applicability	Voucher Type	Activity 2025-1 Applicability
MTW Vouchers	NO	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	NO	1-Year Mainstream Vouchers - Pre 2008	NO
RAD Component 1 – PBV	NO	5-Year Mainstream Vouchers	NO
Enhanced Voucher	NO	Family Unification Protection Vouchers - Pre 2008	NO
VASH	NO	Family Unification Protection Vouchers 08/09	NO

Cost Implications

If authorized, the FCRHA anticipates that this change will result in lower HAP costs. While this activity may result in an increase in tenant rent for some PBV households, the cost of utilities will be lower resulting in a net neutral change. The FCRHA will continue to closely monitor the number of households rent burdened as well as HAP costs and will adjust accordingly if needed.

Need/Justification for MTW Flexibility

The FCRHA requests authorization to modify this activity under the following section of the MTW Agreement:

- Attachment C, Section D.7. Establishment of an Agency MTW Section 8 Project-Based program. The FCRHA is seeking to waive 24 CFR § 982.517(b) and 983.301(f)(2).

Because alternative utilities allowances for PBVs are not currently allowed, MTW flexibility is required.

IV.A. Approved MTW Activities: Implemented

The following Moving to Work activities are currently implemented. A summary and status update on these activities follows:

ACTIVITY	
2014-1	Reduction in Frequency of Reexaminations
2014-3	Streamline Inspections for Housing Choice Voucher and Rental Assistance Demonstration Program-based Voucher Units
2014-5	Institute a Minimum Rent
2014-9	Increase the Family Share of Rent from 30 Percent to 35 Percent of Family Income in the Housing Choice Voucher and Rental Demonstration Program Project-Based Voucher Programs
2016-1	Use Moving to Work Funds for Local, Non-Traditional Housing Program
2016-2	Modify Project-Based Voucher Choice Mobility Criteria
2017-1	Modify the Family Self-Sufficiency Program
2017-3	Authorization to Establish a Local Moving to Work Project-Based Voucher Program
2018A-1	Modify the Calculation of the Family Share of Rent
2018A-3	Increase Initial Maximum Tenant Rent Burden to 45 Percent
2019-1	Establish Fairfax County Payment Standards
2021-1	Affordable Housing Acquisition and Development
2021-2	Project-Based Vouchers Rental Assistance Demonstration Admissions Policy

2014-1 Reduction in Frequency of Reexaminations

Cost Effectiveness

Self Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2014
- Implemented: FY 2014
- Amended: FY 2020 and FY 2025

Description of Activity/Update

The objectives of this activity are to provide a work incentive and to lessen the administrative burden on staff and families by reducing the frequency of income reexaminations. This activity allows for the following:

- Reexaminations are conducted every two years for households. Families that claim to have zero income continue to meet with FCRHA staff regularly.
- Reexaminations for exempt households are conducted every three years. If, during the three-year period, a household’s portion of rent and utilities increases to a level greater than 42% of their adjusted gross annual income, the most current payment standards will be applied prior to the three-year recertification. This will help to ensure exempt households do not become rent burdened during the three-year period due to increases in rent at the request of a landlord. Any change in family composition must be reported in writing to the FCRHA within ten (10) business days. The FCRHA will conduct interim reexaminations to account for any changes in household composition that occur between scheduled reexaminations.
- Interim increases (i.e., increases in income between annual reexaminations) are disregarded until the next scheduled reexamination.
- Interim decreases (i.e., a reported decrease in income) are limited to one during a calendar year and no interim decreases during the first six months after initial occupancy.

The reduction in the frequency of reexaminations provides an incentive to work as families are not immediately subject to a rent increase when their income increases because of new employment or a job promotion. The impact of this activity is closely monitored, particularly to ensure that households are not becoming increasingly rent burdened. This activity will continue to be implemented in FY 2027.

Application of Activity

This activity applies to the following vouchers:

Voucher Type	Activity 2014-1 Applicability	Voucher Type	Activity 2014-1 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	YES
RAD Component 2 – PBV	YES	1-Year Mainstream Vouchers-Pre 2008	YES
RAD Component 1 - PBV	YES	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	YES	Family Unification Protection Vouchers 08/09	YES

Definition of Exempt Households

For a household to be considered exempt under this activity, the following must be met: 1) both the Head of Household and Co-Head/Spouse of Household (if applicable) are 62 years of age or older and have no earned income **or** are adults over the age of 18 living with disabilities and have no earned income, **and** 2) all other household members over the age of 18 do not have earned income and also meet one of the following criteria: a) enrolled full time in school or a job training program; or b) are living with a disability.¹

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

¹ Previous MTW Plans as well as the Fairfax County Housing Choice Voucher Program Administrative Plan use the terms “work able” and “non work-able.” The term “non work-able” is synonymous with the term “exempt” as described above.

2014-3 Streamlined Inspections for Housing Choice Voucher and Rental Assistance Demonstration Project-Based Voucher Units

Cost Effectiveness

Self Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2014
- Implemented: FY 2014
- Amended: FY 2020 and FY 2021

Description of Activity/Update

This activity reduces costs associated with conducting inspections, encourages owners to maintain their units, and incentivizes families to employ good housekeeping practices. The following applies:

- HCV units are inspected on a triennial basis.
- RAD-PBV units are inspected biennially by property. Approximately 50 percent of RAD-PBV properties are inspected in one calendar year (all units in those properties) and the other 50 percent are inspected in the next calendar year (all units in those properties).

Tenants, owners, or a third-party continue to have the option to request special inspections at any time, and any complaints received by the FCRHA from a tenant, owner or third-party may revert a unit back to an annual inspection cycle. Additionally, all units are subject to Quality Control Inspections. Inspection staff follow HQS protocol including using HUD Form 52580 for all inspections. This activity will continue to be implemented in FY 2027.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2014-3 Applicability	Voucher Type	Activity 2014-3 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	YES
RAD Component 2 – PBV	YES	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 - PBV	YES	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	YES	Family Unification Protection Vouchers 08/09	YES

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2014-5 Institute a New Minimum Rent

Cost Effectiveness
Self Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2014
- Implemented: FY 2018
- Amended: FY 2016 and FY 2018

Description of Activity/Update

To encourage families to seek employment and stay employed, the FCRHA has set a minimum rent of \$220 per month for households. This rent is based on one family member working 20 hours per week for four weeks during the month earning the federal minimum wage of \$7.25. The minimum rent of \$220/month is currently implemented in both the RAD-PBV and the HCV programs, except for exempt households. Households can pay a minimum rent of \$50 if they are determined to have little or no income.

This activity is fully implemented. This activity will continue to be closely monitored in FY 2027 to ensure that households are not becoming increasingly rent burdened.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2014-5 Applicability	Voucher Type	Activity 2014-5 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	YES	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 - PBV	YES	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	NO	Family Unification Protection Vouchers 08/09	YES

Definition of Exempt Households

For a household to be considered exempt under this activity, the following must be met: 1) both the Head of Household and Co-Head/Spouse of Household (if applicable) are 62 years of age or older and have no earned income **or** are adults over the age of 18 living with disabilities and have no earned income, **and** 2) all other household members over the age of 18 do not have earned income and also meet one of the following criteria: a) enrolled full time in school or a job training program; or b) are living with a disability.

Annual Reevaluation of Rent Reform Initiative

Outcomes were measured and reviewed annually using identified metrics. The rent reform controlled study ended in FY 2022.

Hardship Case Criteria

Households eligible for the minimum rent are subject to the FCRHA’s Hardship Policy. Based on previous years, it is anticipated that fewer than 20 households will request a hardship exemption. The FCRHA will continue to

monitor and review these requests in FY 2027.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2014-9 Increase the Family’s Share of Rent from 30 Percent to 35 Percent of Family Income in the Housing Choice Voucher and Public Housing Programs

Cost Effectiveness

Self-Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2014
- Implemented: FY 2014
- Amended: FY 2018

Description of Activity/Update

This activity was enacted by the FCRHA to counteract fiscal constraints and close potential operating shortfalls. The activity is as follows:

- Increases the percentage of a family’s share of rent to 35 percent of adjusted income for all households.
- The 35 percent family share of rent is applied to all households in the HCV and RAD-PBV programs, except for families on fixed incomes (only SSI, SSDI, SS, or pensions, or any combination of those sources). These households will continue to pay the highest of (1) 30 percent of adjusted income, (2) 10 percent of gross income, or (3) the FCRHA’s current minimum rent.

Participants who have difficulty paying the family share of rent are informed of their ability to request a hardship. This activity has been fully implemented and will continue to be closely monitored in FY 2027.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2014-9 Applicability	Voucher Type	Activity 2014-9 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	YES	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 - PBV	YES	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	NO	Family Unification Protection Vouchers 08/09	YES

Definition of Exempt Households

For a household to be considered exempt under this activity, the following must be met: 1) both the Head of Household and Co-Head/Spouse of Household (if applicable) are 62 years of age or older and have no earned income **or** are adults over the age of 18 living with disabilities and have no earned income, **and** 2) all other household members over the age of 18 do not have earned income and also meet one of the following criteria: a) enrolled full time in school or a job training program; or b) are living with a disability.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes to report regarding this activity.

2016-1 Use MTW Funds for Local, Non-Traditional Housing Program

Cost Effectiveness
Self-Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2016
- Implemented: FY 2024
- Amended: FY 2024

Description of Activity

In FY 2016, the FCRHA gained approval to create a gateway to federal housing programs for households who were either homeless or on a waiting list(s) for affordable housing. The activity initially sought to use MTW funds to support a locally funded program, known as the Fairfax County Bridging Affordability (BA) program. In FY 2021, the Bridging Affordability program ended and was replaced with another local program known as the Rental Subsidy and Services Program (RSSP), which offers time-limited rental assistance along with support services. As the RSSP program continues to be sufficiently supported through local funding, the use of MTW funding flexibility authorized through this activity was not initially implemented.

In FY 2024, the FCRHA amended this activity to use MTW funds as a local non-traditional tenant-based program to assist extremely low-income older adults. Beginning in FY 2024, funding is used to support older adults who currently participate in the Fairfax County Rental Program (FCRP) and who are experiencing extreme economic hardships. FCRP properties are locally owned by the FCRHA, and no funding provided by the HUD Office of Public and Indian Housing is used to either acquire or operate the program. The use of MTW funding to support this local non-traditional program is limited to older adults who have household income levels at or below 30 percent of the Area Median Income and are unable to pay rent. Funding is provided directly to the FCRHA’s contracted third-party property management provider currently managing the properties where the low-income older adults reside. Funding is used to offset the difference between what the household can pay and the rent for the unit. Any subsidy, provided via the third-party property management provider, is not portable and is not reissued upon turnover. This is provided to current senior FCRP households who previously received financial rental support through nonprofit organizations. The implementation of this activity provides a valuable resource to low-income older adults, a population that has been prioritized by the FCRHA and the Fairfax County Board of Supervisors as in need of affordable housing opportunities.

Application of Activity

This activity applies to the following vouchers:

Voucher Type	Activity 2016-1 Applicability	Voucher Type	Activity 2016-1 Applicability
MTW Vouchers	N/A	Homeownership Vouchers	N/A
Project-Based Vouchers	N/A	Emergency Housing Vouchers	N/A
RAD Component 2 – PBV	N/A	1-Year Mainstream Vouchers-Pre 2008	N/A
RAD Component 1 - PBV	N/A	5-Year Mainstream Vouchers	N/A
Enhanced Voucher	N/A	Family Unification Protection Vouchers - Pre 2008	N/A
VASH	N/A	Family Unification Protection Vouchers 08/09	N/A

Planned Non-Significant Changes

Pending approval, the FCRHA will expand the application of this activity in FY 2027, to serve more low-income older adults in addition to those who began receiving support in FY 2024. The expansion is based on the success of the initial application of this activity and to mitigate extreme economic hardship for low-income older adults who are rent burdened.

The FCRHA will expand the use of MTW funding to support older adults who currently participate in the Fairfax County Rental Program, who are unable to fully pay rent, and are currently rent burdened. As is currently done, any subsidy will be used to offset the difference between what the household can pay and the rent for the unit. Funding will continue to be provided directly to the FCRHA's contracted third-party management provider currently managing the property where the low-income older adult resides. Financial support will be limited to households currently residing at a senior, independent living unit owned by the FCRHA. These properties are locally owned by the FCRHA and no funding provided by the HUD Office of Public and Indian Housing is used to either acquire or operate the program. Subsidies will not be portable and will not be reissued upon turnover.

Planned Significant Changes

There are no planned significant changes regarding this activity. The FCRHA will continue to evaluate whether the rental subsidy could be expanded to other populations or additional FCRP properties.

2016-2 Modify Project-Based Voucher Choice Mobility Criteria

Cost Effectiveness
Self-Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2016
- Implemented: FY 2021
- Amended: FY 2021

Description of Activity/Update

This activity modifies the PBV Choice Mobility Criteria by allowing the FCRHA to prioritize limited resources and align resources with community needs. The FCRHA reserves a majority of the tenant-based voucher opportunities for new families on its waiting list and promotes the stability of families in PBV units by encouraging continued housing assistance at their current residence. By modifying choice mobility criteria, wait times for families on the tenant-based voucher list are reduced, thereby expanding affordable housing opportunities for families not currently served. When its voucher program is fully leased, the FCRHA typically has fewer than 200 tenant-based vouchers available each year due to attrition. In the past, families living in PBV units were given priority to receive tenant-based vouchers after only one year of residency, thereby reducing the number of tenant vouchers available to new families on the waiting list.

This activity provides for the following:

- Maintains a waiting list of families that requested to convert their project-based voucher to a tenant-based voucher.
- Adds PBV families (that request to move) to the “PBV to HCV conversion” wait list after two years of residency. This does not apply to RAD-PBV households.
- One project-based voucher for every four tenant-based vouchers is processed per year (capped at 20 percent of the total vouchers issued per year).

Choice Mobility is allowed for instances for reasonable accommodations and Violence Against Women Act (VAWA) cases. This activity will continue to be fully implemented in FY 2027.

Application of Activity:

This activity applies to the following:

Voucher Type	Activity 2016-2 Applicability	Voucher Type	Activity 2016-2 Applicability
MTW Vouchers	N/A	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	N/A
RAD Component 2 – PBV	N/A	1-Year Mainstream Vouchers - Pre 2008	N/A
RAD Component 1 – PBV	N/A	5-Year Mainstream Vouchers	N/A
Enhanced Voucher	N/A	Family Unification Protection Vouchers - Pre 2008	N/A
VASH	N/A	Family Unification Protection Vouchers 08/09	N/A

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2017-1 Modifications to Family Self-Sufficiency Program

Cost Effectiveness

Self-Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2017
- Implemented: FY 2017

Description of Activity/Update

The FSS program provides an opportunity for participants to set individualized goals that will assist them in moving toward increased self-sufficiency within a five-year period. This activity modifies the FSS program as follows:

1. *Allowing FSS Participants to Opt Out of Interest Payments on Escrow*

To ensure that the FCRHA is operating an inclusive program, this activity allows participants to opt out of accruing interest on their escrow. Interest is calculated as normal throughout participation. Upon graduation or at an interim disbursement, participants can choose whether they would like to opt out or receive interest in their escrow disbursements.

2. *Modify the Family Self-Sufficiency Escrow Structure*

To address discrepancies in the growth of escrow accounts and provide an incentive for low- and moderate-income participants, the following changes were made:

- Participants must pay a minimum of \$220 in rent before they can begin to escrow (i.e., the “rent strike point”).
- Once the participant reaches the rent strike point, the FCRHA establishes an escrow account and allocates a \$2,000 Homeownership Incentive Award each year the participant is escrowing and up to a maximum of \$10,000, contingent upon purchasing a home after the participant is eligible for graduation or for up to six months after graduation. If the participant does not purchase a home, this money is forfeited.
- Once the rent strike point is met, monthly escrow is calculated using a tiered system based on earned income. This money is disbursed to the participant once they have completed all contract goals and are eligible for graduation from the FSS program. If the participant is purchasing a home utilizing their accrued Homeownership Incentive Award, they receive both this escrow amount and the Homeownership Incentive Award when they are closing on their new home. The escrow tiers are as follows:

Income Range	Escrow Amount
\$10,000 - \$14,999	\$50
\$15,000 - \$19,999	\$100
\$20,000 - \$24,999	\$125
\$25,000 - \$29,999	\$150
\$30,000 - \$34,999	\$175
\$35,000 - \$39,999	\$200
\$40,000 - \$44,999	\$225
\$45,000 - \$49,999	\$250
\$50,000 - \$54,999	\$275
\$55,000 - \$59,999	\$300
\$60,000 - \$64,999	\$325

\$65,000 - \$69,999	\$350
\$70,000 - \$74,999	\$375
\$75,000 - \$79,999	\$400

FSS participants can continue to participate in the program until they reach the established income limits for RAD-PBV and HCV participation.

3. Establish a Work Requirement for Family Self-Sufficiency Participants

This activity establishes a 32-hour work requirement for FSS participants. During the first four years of participation in the FSS program, all participants who have signed a service plan are required to engage in any combination of employment/training/education totaling 32 hours per week. Participants are also required to work 32-hours per week for at least 12 consecutive months prior to graduation.

The FCRHA’s FSS program does not discriminate based on age, education, or ability level. All interested applicants are encouraged to apply, including elderly and participants living with a disability. In cases when participants are receiving SSI, SSDI, or who are elderly or disabled, work eligibility and appropriate hours will be determined through assessments with the Ticket to Work program, the Virginia Department of Aging and Rehabilitative Services, and the Fairfax County Department of Family Services.

4. Exclude Income of Family Self-Sufficiency Head of Household Participants Who Are Enrolled Full Time in School

The following applies to FSS Head of Household members who are both working and enrolled in approved education programs:

- When the head of the FSS Household is enrolled full-time in an accredited and approved education program, 100 percent of the individual’s earned income is excluded during months 1 through 12 of educational enrollment. During months 13 through 21, 50 percent of the individual’s income is excluded.
- Participation is limited to a first degree. For example, an individual with a bachelor’s degree will not be approved for an income exclusion to enroll in a second bachelor’s degree program, however the exclusion could apply if the individual enrolls in an advanced certification/graduate certificate or graduate degree program.

Full time status is defined by each institution, and students will be responsible for providing these documents for verification purposes. This is consistent with FCRHA policy. The activity will continue to be fully implemented in FY 2027. Please see previous MTW Plans for additional details on the FSS program.

Application of Activity

This activity applies to only RAD-PBV and HCV households enrolled in the FSS program.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2017-3 Authorization to Establish a Local Moving to Work Project-Based Voucher Program

Cost Effectiveness
Self-Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2017
- Implemented: FY 2019
- Amended: FY 2019 and FY 2022

Description of Activity/Update

To increase affordable housing options for participants and preserve affordable units, the FCRHA established a local project-based voucher program. There are four components of this authorization.

1. The FCRHA can provide a commitment of project-based vouchers utilizing an alternative competitive process, such as the Public-Private Educational Facilities Infrastructure Act or locally-administered procurement process, for:
 - Development or redevelopment by the FCRHA of FCRHA- or Fairfax County-owned housing units or land;
 - Development or redevelopment by private developers of FCRHA- or Fairfax County-owned housing units or land;
 - Development or redevelopment by private developers utilizing FCRHA financing.

The establishment of a Moving to Work project-based voucher program provides the FCRHA with the flexibility to work with private developers and commit valuable assets to potentially close the financing gap in affordable housing projects.

2. The FCRHA can utilize project-based vouchers for its own Fairfax County Rental Program units. Specific authorization from the FCRHA is requested for the commitment of project-based voucher projects under this authority. There continues to be a project-based voucher competition for other projects, as vouchers are available. Further, the FCRHA will inspect its own project-based voucher units, with requests for special inspections allowed from the occupants. The same Housing Quality Standards are used on FCRHA-owned units as with Housing Choice Voucher units. Authorization to waive independent entity requirements for inspections, rent reasonableness, and rent negotiations has been granted through the Third Amendment to the FCRHA's Moving to Work Plan. The FCRHA adopted the Third Amendment in April 2020 and conducts its own inspections, rent reasonableness determinations, and rent changes at PBV units that are owned or operated by the FCRHA.
3. The FCRHA allows for a different subsidy standard for project-based vouchers than tenant-based vouchers. The subsidy standard for project-based vouchers is:
 - One bedroom for the head of household (and spouse or cohead, if applicable);
 - One bedroom for each two household members of the same sex, regardless of age or relationship;
 - Persons of the opposite sex (other than spouse or cohead, if applicable) will be allocated a separate bedroom; and
 - Any live-in aide (approved by the FCRHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) is allocated a separate bedroom.
4. The FCRHA offers protections for residents in instances of affordable housing development or redevelopment when the FCRHA awards PBVs using MTW authority or under a competitive process and

where there are current residents at these properties. In instances of affordable housing development or redevelopment where new units are being constructed at the same or adjacent site(s) as an existing property, the FCRHA has the authority to immediately move otherwise eligible current households residing at the property into the newly constructed PBV units without placing these households on waiting lists that are open to the public. This ensures that current residents are protected from displacement, are provided with housing choices, and can move into new units once eligibility is determined. Lacking this authority, households currently residing at properties in these situations would be subject to waiting list requirements and would be required to remain in the redeveloped portion of the property only or could be displaced.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2017-3 Applicability	Voucher Type	Activity 2017-3 Applicability
MTW Vouchers	NO	Homeownership Vouchers	NO
Project-Based Vouchers	YES	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	NO	1-Year Mainstream Vouchers - Pre 2008	NO
RAD Component 1 – PBV	NO	5-Year Mainstream Vouchers	NO
Enhanced Voucher	NO	Family Unification Protection Vouchers - Pre 2008	NO
VASH	NO	Family Unification Protection Vouchers 08/09	NO

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2018A-1 Modify the Calculation of the Family Share of Rent for the Housing Choice Voucher Program

Cost Effectiveness

Self-Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2018
- Implemented: FY 2018
- Amended: FY 2020 and FY 2021

Description of Activity/Update

In FY 2018, the Fairfax County Department of Housing and Community Development (HCD) collaborated with advisory committees, local leaders, and the FCRHA to identify cost saving strategies that could help minimize the likelihood of program terminations in the Housing Choice Voucher (HCV) Program. Following rigorous analysis, several cost savings strategies were identified to help the FCRHA continue to serve existing participants, serve new participants, and fund other affordable housing goals such as the development and preservation of affordable housing units.

Under this activity, the following changes have been made:

1. Increase the family share of rent from 30 to 32 percent for all exempt households. Housing Choice Voucher Homeownership participants are exempt from this policy.
2. Revise the utility allowance for all program participants. This activity applies to all households in the Housing Choice Voucher Program. Households whose landlord does not include utilities in their rent receive a flat utility allowance based on the smaller of 1) the number of bedrooms for which they qualify; or 2) their actual unit size. If needed, the amount of the flat utility allowance could change in the future based on financial forecasts, significant changes in the cost of utilities, or community feedback. Should there be a case when a family would receive a Utility Reimbursement Payment, the FCRHA will no longer issue these payments. Project-Based Vouchers and Housing Choice Voucher Homeownership participants are exempt from this policy.
3. Exclude asset income from income calculations for families with assets under \$50,000 and accept self-certifications from households with these assets. If a household has assets above \$50,000, they will be allowed to provide documentation of assets up to 120 days old.
4. Simplifying income verification by accepting documentation that is up to 120 days old (instead of a maximum of 60 days old).
5. Accepting self-certifications from program participants with income decreases. A reported decrease in income is limited to one per calendar year.
6. Simplifying medical/disability expense deductions by allowing for self-certification of expenses up to \$1,000; if a household has more than \$1,000 in expenses, the household will be required to provide verification of these expenses.

These changes were made in conjunction with other MTW Activities to provide cost savings and improve cost efficiencies through administrative relief. These include Activity 2014-5 (increase in minimum rent) and Activity 2014-9 (increase in family share for households) and a Technical Amendment to the FY 2020 MTW Plan.

Definition of Exempt Households

For a household to be considered exempt under this activity, the following must be met: 1) both the Head of Household and Co-Head/Spouse of Household (if applicable) are 62 years of age or older and have no earned income **or** are adults over the age of 18 living with disabilities and have no earned income, **and** 2) all other household members over the age of 18 do not have earned income and also meet one of the following criteria:

a) enrolled full time in school or a job training program; or b) are living with a disability.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2018A-1 Applicability	Voucher Type	Activity 2018A-1 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	YES; but excluded from the revised utility allowance	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	YES; but excluded from revised utility allowance	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 - PBV	YES; but excluded from revised utility allowance	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	YES; but excluded from increase in family share of rent and the revised utility allowance	Family Unification Protection Vouchers 08/09	YES

Annual Reevaluation of Rent Reform Controlled Study

Outcomes were measured and reviewed annually using identified metrics. The rent reform controlled study ended in FY 2022.

Hardship Case Criteria

Families impacted by the revised calculation of the family share of rent are subject to the FCRHA’s Hardship Policy. Based on previous years, it is anticipated that fewer than 20 households will request a hardship exemption. The FCRHA will continue to monitor and review these requests.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2018A-3 Increase Cap on Maximum Family Contribution to Rent from 40 to 45 Percent

Cost Effectiveness
Self-Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2018
- Implemented: FY 2019

Description of Activity/Update

This activity allows Housing Choice Voucher (HCV) program participants--both new and current participants who are moving--to rent higher-cost units, up to a maximum amount of 45 percent of their adjusted income. This cap only applies to new leases. Because of the high-cost rental market in Fairfax County, rent and utilities are often more than the FCRHA’s payment standards. This activity allows HCV participants, when entering a new lease with a new landlord, the option to pay more than 32 to 35 percent of their adjusted income on rent, up to 45 percent for households and 42 percent for exempt households. This may provide additional housing options to program participants than were previously available to them.

This activity will continue to be fully implemented in FY 2027. The FCRHA will continue to monitor the number of households that are close to paying 45% of their adjusted income on rent and will modify if needed.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2018A-3 Applicability	Voucher Type	Activity 2018A-3 Applicability
MTW Vouchers	YES	Homeownership Vouchers	NO
Project-Based Vouchers	N/A	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	N/A	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 – PBV	N/A	5-Year Mainstream Vouchers	YES
Enhanced Voucher	YES	Family Unification Protection Vouchers - Pre 2008	YES
VASH	NO	Family Unification Protection Vouchers 08/09	YES

Definition of Exempt Households

For a household to be considered exempt under this activity, the following must be met: 1) both the Head of Household and Co-Head/Spouse of Household (if applicable) are 62 years of age or older and have no earned income **or** are adults over the age of 18 living with disabilities and have no earned income, **and** 2) all other household members over the age of 18 do not have earned income and also meet one of the following criteria: a) enrolled full time in school or a job training program; or b) are living with a disability.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2019-1 Establish Fairfax County Payment Standards

Cost Effectiveness

Self Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2019
- Implemented: FY 2019
- Amended: FY 2021 and FY 2026

Description of Activity/Update

In November 2016, HUD published a final rule implementing Small Area Fair Market Rents (SAFMR) to promote residential mobility by setting Fair Market Rents at the ZIP code level rather than at the metropolitan level. At that time, the FCRHA analyzed the potential impact of SAFMRs and concluded that implementation of SAFMRs would have a significant negative financial impact on the program. Subsequently, the FCRHA sought MTW authority to develop its own local payment standards.

This activity outlines the development of the FCRHA’s local payment standards, implemented in two phases:

- **Phase 1** included decoupling from the Washington-Arlington-Alexandria, DC-VA-MD U.S. Department of Housing and Urban Development (HUD) Metro Fair Market Rents (FMR). The FCRHA set a local, countywide payment standard, which began in March 2019.
- **Phase 2** included evaluating the Fairfax County rental market to determine sub-markets for payment standards. The sub-market payment standards, referred to as “RealMarket Payment Standards” were implemented in FY 2024 and are designed to promote housing mobility by helping households live in areas with higher rents. The RealMarket Payment Standards meaningfully address the intent of the SAFMR, while also providing a more cost-effective approach by reducing the administrative burden and complexity of the SAFMR. The RealMarket Payment Standards took effect on December 1, 2023.

The following methodology was used to initially identify the RealMarket Payment Standards:

- The payment standards were based on Costar data for 2 BR units, as these are the units that are most frequently captured in the Costar database and the most common unit size in Fairfax County. Costar is a private subscription-based research company which provides data, analytics, and marketing services for the multifamily and commercial real estate industry. Rental data is frequently updated, often in real time based on agreements between Costar and multifamily properties.
- Average market rental data was aggregated by zip code and then assigned to one of three “zones” based on the overall weighted average.
- The payment standard amount was set between the 40th to 50th percentile of the market rental data per zone.
- The payment standards for all bedrooms were then determined using a standard adjustment methodology based on the 2-BR payment standard value.

The zip codes that are included in each zone are not necessarily located next to one another. The methodology identifies payment standards based on market rents, not on a set of contiguous zip codes.

In FY 2022, the FCRHA was granted authority to apply Phase 2, the RealMarket payment standards, at any time after the effective date of the new payment standards amount when the payment standards increase. This allows current HCV households to not be subject to waiting until their next reexamination to benefit from a change in payment standard amounts. In FY 2026, the FCRHA was granted authority to base exception payment

standard amounts, as required for a reasonable accommodation, on RealMarket Payment Standards, in lieu of the SAFMR or FMR. Exception payment standards requested at 120 percent or more of the RealMarket Payment Standard amount require HUD approval.

Application of Activity

This activity applies to the following:

Voucher Type	Activity 2019-1 Applicability	Voucher Type	Activity 2019-1 Applicability
MTW Vouchers	YES	Homeownership Vouchers	YES for Phase 1; NO for Phase 2
Project-Based Vouchers	N/A	Emergency Housing Vouchers	NO
RAD Component 2 – PBV	N/A	1-Year Mainstream Vouchers - Pre 2008	YES
RAD Component 1 - PBV	N/A	5-Year Mainstream Vouchers	YES
Enhanced Voucher	N/A	Family Unification Protection Vouchers - Pre 2008	YES
VASH	YES	Family Unification Protection Vouchers 08/09	YES

Planned Non-Significant Changes

The FCRHA will continue to monitor the RealMarket payment standards compared to rental costs in Fairfax County. Updates to the RealMarket payment standards will be based on funding availability and may employ a different methodology than the initial determination by considering a variety of factors reflecting the current local rental market and economy.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2021-1 Affordable Housing Acquisition and Development

Cost Effectiveness

Self-Sufficiency

Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2021
- Implemented: FY 2021

Description of Activity/Update

This activity allows the FCRHA to commit MTW funds for affordable housing acquisition and development to augment investment tools available when projects are identified. In combination with other financing tools, this activity will help Fairfax County meet its overarching goal of producing 10,000 new units by the year 2034.

This activity allows the FCRHA to provide an investment commitment for the:

1. Development or redevelopment by the FCRHA of FCRHA- or Fairfax County-owned housing units or land;
2. Development or redevelopment by private developers of FCRHA- or Fairfax County-owned housing units or land; and
3. Development or redevelopment by private developers utilizing FCRHA financing for affordable housing projects.
4. Acquisition of (a) newly built housing units developed by private developers, or (b) existing units owned by private owners for the purpose of housing affordability preservation; to be owned by the FCRHA.
5. Acquisition of land, to be owned by the FCRHA, for affordable housing units that are developed either by the FCRHA or a private developer.

Prioritization of MTW funds is given to the development, redevelopment, or acquisition of housing units and/or land in areas which offer high opportunity for residents.

Use of these funds for a specific commitment requires a thorough financial analysis to ensure sufficient funds and reserves for the ongoing operation of the MTW program. Further, use of these funds is approved by the FCRHA in each of the projects' financing plans. The FCRHA continues to meet the requirements as listed in PIH Notice 2011-45 for local, non-traditional activities as authorized through the MTW Agreement.

In FY 2022, the FCRHA approved the utilization of MTW funds (\$10 million) under this authority for acquisition costs related to the development of The Exchange at Spring Hill Station. When complete, this multifamily project will include more than 500 units of affordable housing at or below 60% AMI. In FY 2024, an additional \$3 million was approved for the same development, required to cover additional project costs and higher interest rates. In addition, the FCRHA approved the utilization of \$7 million in MTW funding during FY 2022 for development at Little River Glen, a senior housing property located in Fairfax County. The Little River Glen project will create 60 new units for seniors and will also involve the redevelopment of an existing 120 units for seniors at the property. In FY 2024, the loan for Little River Glen was updated to \$9.4 million. Lastly, in FY 2023, the FCRHA approved using \$300,000 of MTW funds to support the development of The Senior Residences at North Hill which supports one affordable unit for older adults with incomes at or below 60 percent of the Area Median Income.

In January 2026, the FCRHA authorized the use of up to \$24 million dollars of MTW funding for the acquisition of real property located at Innovation Center South, in Herdon Virginia. Closing is anticipated in the latter part of FY 2026 or in FY 2027. Innovation Center South is a 1.928-acre undeveloped parcel of land, located near a major transportation hub. The FCRHA is performing due diligence to redevelop the site into up to 535 affordable multifamily homes.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

2021-2 Project-Based Vouchers Rental Assistance Demonstration Admissions Policy

Cost Effectiveness
Self-Sufficiency
Increase Housing Choice

Approved/Implemented/Amended

- Approved: FY 2021
- Implemented: FY 2021
- Amended: FY 2022 and FY 2025

Description of Activity/Update

Eligible RAD-PBV Participants with No Housing Assistance Payment (HAP):

This activity modifies the admission requirement so that new, otherwise eligible RAD-PBV participants are allowed to lease a unit, even if they do not generate a HAP. The FCRHA is still required to serve 75 percent extremely low-income (below 30 percent AMI) households in the RAD-PBV Program. The tenant’s share of rent for all RAD-PBV participants continues to be 32 or 35 percent of the household’s income, depending on whether the household is exempt from the policy, consistent with the FCRHA’s rent calculation policy.

RAD-PBV households, who enter the program with zero HAP, can remain leased without generating a HAP until six (6) months after reaching 120% of the household Area Median Income (AMI) level. Households will be required to exit the RAD-PBV program and vacate their unit after their income level is at 120% of AMI or higher for six months. Household income levels will be determined at regularly scheduled reexaminations.

Households with income levels at 120% of AMI or higher who have received notice of the need to vacate will be responsible for securing private affordable housing themselves. The FCRHA considers households at 120% of AMI to be self-sufficient and therefore able to independently secure housing in the private market. Leases will not be extended, except in limited circumstances, as households will have six (6) months from their reexamination date to vacate the unit if their household income is and remains at 120% of AMI or above.

Eligible RAD-PBV Participants with a Housing Assistance Payment:

In addition to the above, RAD-PBV households who enter the program and are eligible for housing assistance payments (i.e., TTP is less than gross rent) can remain leased without generating a HAP until six (6) months after reaching 120% of the Area Median Income (AMI) level. Households will be required to exit the RAD-PBV program and vacate their unit after their income level is at 120% of AMI or higher for six months; household income levels will be determined at regularly scheduled reexaminations. Previously, households that were eligible for housing assistance payments had to exit the program when no assistance had been paid for 180 days because the family’s TTP had increased to an amount equal or greater than the gross rent.

The application of this authority enhances parity in the policies for all RAD-PBV households who have entered the program since the FCRHA converted its Public Housing portfolio to RAD-PBVs. Households who do not generate a housing assistance payment, but who entered the program prior to the conversion of the FCRHA’s Public Housing portfolio to RAD-PBVs, will continue to adhere to the requirements outlined in PIH Notice 2023-19.

Application of Activity:

This activity applies to the following:

Voucher Type	Activity 2021-2 Applicability	Voucher Type	Activity 2021-2 Applicability
MTW Vouchers	N/A	Homeownership Vouchers	N/A
Project-Based Vouchers	N/A	Emergency Housing Vouchers	N/A
RAD Component 2 – PBV	NO	1-Year Mainstream Vouchers - Pre 2008	N/A
RAD Component 1 – PBV	YES	5-Year Mainstream Vouchers	N/A
Enhanced Voucher	N/A	Family Unification Protection Vouchers - Pre 2008	N/A
VASH	N/A	Family Unification Protection Vouchers 08/09	N/A

Definition of Exempt Households

For a household to be considered exempt under this activity, the following must be met: 1) both the Head of Household and Co-Head/Spouse of household (if applicable) are 62 years of age or older and have no earned income **or** are adults over the age of 18 living with disabilities and have no earned income, **and** 2) all other household members over the age of 18 do not have earned income and also meet one of the following criteria: a) enrolled full time in school or a job training program; or b) are living with a disability.

Planned Non-Significant Changes

There are no planned non-significant changes regarding this activity.

Planned Significant Changes

There are no planned significant changes regarding this activity.

IV.B Approved MTW Activities: Not Yet Implemented Activities

There are no activities that have been approved but not yet implemented.

IV.C. Approved MTW Activities: Activities on Hold

There are no activities currently on hold.

IV.D. Approved MTW Activities: Closed Out

2014-2 Eliminate Mandatory Earned Income Disregard Calculation

Approved/Implemented/Closed Out

- Approved: FY 2014
- Implemented: FY 2014
- Closed Out: FY 2027

In FY 2014, the FCRHA eliminated the HUD-mandated EID calculation and began notifying affected families. The EID calculation was utilized for non-MTW voucher households, including Emergency Housing Vouchers (EHVs). However, due to the elimination of the EID through the Housing Opportunities Through Modernization Act, this activity is being closed out.

2014-4 Streamlined Inspections for Public Housing Residents

Approved/Implemented/Closed Out

- Approved: FY 2014
- Implemented: N/A
- Closed Out: FY 2018

Similar to Activity 2014-3 Streamlined Inspections for Housing Choice Voucher Units, the FCRHA believed that streamlining its Public Housing inspections would both reduce costs for the agency and provide another tool for families to engage in their own self-sufficiency. However, because the FCRHA converted its Public Housing portfolio to RAD-PBV units, this activity was never implemented.

2014-6 Design and Initiate a Rent Reform Controlled Study

Approved/Implemented/Closed Out

- Approved: FY 2014
- Implemented: FY 2018
- Amended: FY 2016 and FY 2018
- Closed Out: FY 2023

The FCRHA began a pilot of the rent reform controlled study in 2015, including applying the minimum rent activity and identifying an initial pilot group of participants at three public housing properties. Unfortunately, a technical roadblock occurred in updating the Yardi system at this same time, resulting in a delay in the implementation of the pilot. While the contract negotiations were occurring with Yardi, the three public housing sites were converted to Rental Assistance Demonstration – Project-Based Voucher units (RAD-PBV). The combination of the RAD-PBV conversion and delay in the Yardi upgrade resulted in a pause on the full implementation of this activity. In FY 2020, this activity was fully implemented including a new contract with Virginia Tech to evaluate the rent reform controlled study. The study concluded at the

end of FY 2022 and the activity closed in FY 2023.

Based on the administrative data analysis, the research team could not conclude that the work stabilization deduction had a positive impact on the study households, primarily because the control households saw greater increases in average monthly earned income and assets over the course of the study period. The demographic differences between the study and control group households did not appear to be significant enough to fully explain why the control group fared relatively better. The overall gains for either group over the study period on average did not substantially lift households out of the extremely low-income category, though some households did move to the Housing Choice Voucher (HCV) program during the study and some younger, workable members moved out of the household due to increased financial independence. This lack of appreciable gains may point to broader factors, such as unemployment during the COVID-19 pandemic and related issues, having a unique impact on households' ability to increase their self-sufficiency during the study period.

2014-7 Convert Scattered-Site Public Housing Units to Project-Based Section 8 Assistance

Approved/Implemented/Closed Out

- Approved: FY 2014
- Implemented: N/A
- Closed Out: FY 2018

The Fairfax County Redevelopment and Housing Authority applied for the RAD program and successfully converted all Public Housing stock to long-term Section 8 rental assistance contracts in FY 2018. Therefore, this activity is closed out.

2014-8 Allow Implementation of Reduced Payment Standards at Next Annual Reexamination

Approved/Implemented/Closed Out

- Approved: FY 2014
- Implemented: N/A
- Closed Out: FY 2021

This activity was put on hold and never implemented because of the financial impact on Housing Choice Voucher families, particularly since the family share of rent was increased to 35 percent in FY 2015. The FCRHA currently does not have plans to reactivate this activity. Therefore, this activity is closed out.

2015-1 Eliminate Flat Rents in the Public Housing Program

Approved/Implemented/Closed Out

- Approved: FY 2015
- Implemented: FY 2015
- Closed Out: FY 2018

In an amended FY 2015 Moving to Work Plan, the FCRHA proposed to eliminate the flat rent option so that all families currently paying flat rent would be required to pay 35 percent of their adjusted income at their next annual recertification. HUD approved this activity in late 2015 and the FCRHA began implementation of this policy after the amended Plan was approved. The FCRHA sent letters to all affected families notifying them that a new rent calculation based on 35 percent of their adjusted income was effective at their next annual recertification. They were given at least a 90-day notice. Families whose recertification fell less than 90 days from notification received the new rent calculation at their second annual recertification. Because the FCRHA has converted its Public Housing stock to RAD PBV, this activity is closed.

2017-2 Establish Gateway to Housing Choice Voucher Program from the Tenant-Based Rental Assistance Program

Approved/Implemented/Closed Out

- Approved: FY 2017
- Implemented: N/A
- Closed: FY 2021

The FCRHA has nearly 50 TBRA vouchers which provide housing assistance to formerly homeless households, non-elderly households living with a disability, and families that are not able to be served through the RAD-PBV program because of a reasonable accommodation or some other reason. TBRA is funded through the federal HOME Investments Partnership Program. During each federal budget negotiation, the FCRHA was regularly concerned about a loss of funding for this program. Activity 2017-2 allowed the FCRHA to establish a gateway between the TBRA program and HCV. Thus, should it be necessary to decrease the number of TBRA households funded through HOME, the gateway would be established through a preference for priority on the HCV waiting list to ensure that these families continue to receive affordable housing assistance.

This activity was approved in the FY 2017 Moving to Work Plan. However, because HOME has continued to be funded at a level to allow the FCRHA to continue the TBRA program, this activity is closed.

2018A-2 Establish Shared Housing Program in Project-Based Voucher Program

Approved/Implemented/Closed Out

- Year Approved: FY 2014
- Implemented: FY 2014 and FY 2018
- Closed Out: FY 2023

The Supported Shared Housing Program (SSHP) was a specialized housing program cooperatively administered by the Fairfax County Department of Housing and Community Development and the Fairfax-Falls Church Community Services Board (CSB). The program was designed to provide long-term affordable housing opportunities to adults who were living with a disability and met the prescribed level of services established by the CSB. The program allowed two or more assisted individuals to live together in a single unit.

This activity allowed each tenant in a shared unit to be treated as a separate household. Rents were calculated using the unit gross rent divided by the number of household members. Over time, this activity did not realize

the intended outcomes as anticipated. Importantly, residents who were served through this activity were often in two-bedroom units, which are the units most in demand in Fairfax County and have the largest waiting list. This activity resulted in the unintended consequence of further contributing to waiting lists for two-bedroom units and the inability to serve larger families in two-bedroom units. The CSB also indicated that the program did not yield outcomes as anticipated and agreed to end the partnership on this program.

V. Planned Application of MTW Funds

I. Estimated Sources of MTW Funds

The MTW PHA shall provide the estimated sources and amount of MTW funding by Financial Data Schedule (FDS) line item.

FDS LINE ITEM NUMBER	FDS LINE ITEM NAME	DOLLAR AMOUNT (MTW + RAD Component 1 - PBV)
70500 (70300+70400)	Total Tenant Revenue	\$0
70600	HUD PHA Operating Grants	\$100,656,070
70610	Capital Grants	\$0
70700 (70710+70720+70730+70740+70750)	Total Fee Revenue	\$0
71100+72000	Interest Income	\$132,184
71600	Gain or Loss on Sale of Capital Assets	\$0
71200+71300+71310+71400+71500	Other Income	\$42,173
70000	Total Revenue	\$100,830,427

II. Estimated Application of MTW Funds

The MTW PHA shall provide the estimated uses and amount of MTW spending by Financial Data Schedule (FDS) line item.

FDS LINE ITEM NUMBER	FDS LINE ITEM NAME	DOLLAR AMOUNT (MTW + RAD Component 1 – PBV)
91000 (91100+91200+91400+91500+91600+91700+91800+91900)	Total Operating - Administrative	\$9,215,085
91300+91310+92000	Management Fee Expense	\$0
91810	Allocated Overhead	\$0
92500 (92100+92200+92300+92400)	Total Tenant Services	\$2,136,045
93000 (93100+93600+93200+93300+93400+93800)	Total Utilities	\$0
93500+93700	Labor	\$0
94000 (94100+94200+94300+94500)	Total Ordinary Maintenance	\$0
95000 (95100+95200+95300+95500)	Total Protective Services	\$0
96100 (96110+96120+96130+96140)	Total Insurance Premiums	\$0
96000 (96200+96210+96300+96400+96500+96600+96800)	Total Other General Expenses	\$16,842
96700 (96710+96720+96730)	Total Interest Expense & Amortization Cost	\$0
97100+97200	Total Extraordinary Maintenance	\$0
97300+97350	HAP + HAP Portability-In	\$89,462,455
97400	Depreciation Expense	\$0
97500+97600+97700+97800	All Other Expense	\$0
90000	Total Expenses	\$100,830,427

Please describe any variance between Estimated Total Revenue and Estimated Total Expenses:

None.

III. Description of Planned Use of MTW Single Fund Flexibility

The MTW PHA shall provide a thorough narrative of planned activities that use only the MTW single fund flexibility. Where possible, the MTW PHA may provide metrics to track the outcomes of these programs and/or activities. Activities that use other MTW authorizations in Attachment C and/or D of the Standard MTW Agreement (or analogous section in a successor MTW Agreement) do not need to be described here, as they are already found in Section (III) or Section (IV) of the Annual MTW Plan. The MTW PHA shall also provide a thorough description of how it plans to use MTW single fund flexibility to direct funding towards specific housing and/or service programs in a way that responds to local needs (that is, at a higher or lower level than would be possible without MTW single fund flexibility).

PLANNED APPLICATION OF MTW FUNDING FLEXIBILITY
<p>In FY 2027, the FCRHA plans to utilize the MTW Block Grant to:</p> <ul style="list-style-type: none"> • Continue a pilot to assist households when initially leasing a RAD-PBV unit. The pilot supports households who have been authorized and offered a RAD-PBV unit but need to break a lease with a private landlord to lease with the FCRHA. After leasing the RAD-PBV unit, households are eligible to receive financial assistance to help offset costs associated with breaking a lease with their former landlord. The FCRHA anticipates using funding to support approximately 50 households (or less) in FY 2027 and expects the pilot to improve RAD-PBV occupancy rates. • Contract with nonprofit organizations to provide community building/organizing/case management services to HCV and RAD-PBV clients. Services will be offered at various RAD properties located throughout the county and will be tailored to meet the needs of the community. • Support modifications to RAD-PBV units to upgrade climate control systems with the installation of energy efficient thermostats. • Launch a pilot risk mitigation program to offer financial support to qualifying landlords to cover damages and rental loss caused by an HCV household during tenancy. The FCRHA anticipates initially launching the program on a limited basis and expanding to serve more landlords if successful. • Provide organization/clean-out services for qualified RAD-PBV households to help address hoarding disorders. Funds are restricted to reducing and removing items with the support of a qualified hoarding specialist and are not authorized to cover storage fees. • Support enhancements to Yardi to improve data collection and data management efforts for the HCV program. • Support a staff position who assists HCV households.

IV. Planned Application of PHA Unspent Operating Fund and HCV Funding

Original Funding Source	Beginning of FY – Unspent Balances	Planned Application of PHA Unspent Funds during FY
HCV HAP	\$53,827,634 estimated (HUD held at \$61,110,551 and PHA held at \$7,282,877*) estimated	\$17,051,889**
HCV Admin Fee	\$15,187,367 estimated	
PH Operating Subsidy	N/A	N/A
TOTAL	\$69,015,001 estimated	

* MTW & RAD Component 1 – PBV funds only

** As of January 2026, the FCRHA has authorized \$24 million for the acquisition of real property located at Innovation Center South, in Herdon, Virginia to expand affordable housing. The FCRHA has committed and obligated \$9.2 million to the development and renovation of Little River Glen senior housing project which \$1.9 million has been expended. In addition, the FCRHA has committed \$3 million to contract with nonprofit organizations to provide community building/organizing/case management services to HCV and RAD-PBV clients. The FCRHA has also committed \$3 million to the two-year funding phase-out for EHV, as well \$2.4 million for other supportive services. It is anticipated that approximately \$51,963,112 in MTW reserve funds will remain in FY 2026.

V. Local Asset Management Plan

- I. Is the MTW PHA allocating costs within statute? **YES**
- II. Is the MTW PHA implementing a local asset management plan (LAMP)? **NO**
- III. Has the MTW PHA provide a LAMP in the appendix? **NO**
- IV. If the MTW PHA has provided a LAMP in the appendix, please describe any proposed changes to the LAMP in the Plan Year or state that the MTW PHA does not plan to make any changes in the Plan Year. **N/A**

VI. Rental Assistance Demonstration (RAD) Participation

I. Description of RAD Participation

The MTW PHA shall provide a brief description of its participation in RAD. This description must include the proposed and/or planned number of units to be converted under RAD, under which component the conversion(s) will occur, and approximate timing of major milestones. The MTW PHA should also give the planned/actual submission dates of all RAD Significant Amendments. Dates of any approved RAD Significant Amendments should also be provided.

RENTAL ASSISTANCE DEMONSTRATION (RAD) PARTICIPATION
All of the FCRHA's Public Housing units were converted through RAD in previous years.

II. Has the MTW PHA submitted a RAD Significant Amendment in the appendix? A RAD Significant Amendment should only be included if it is a new or amended version that requires HUD approval. N/A

III. If the MTW PHA has provided a RAD Significant Amendment in the appendix, please state whether it is the first RAD Significant Amendment submitted or describe any proposed changes from the prior RAD Significant Amendment? N/A

VI. Administrative

A. Board Resolution Adoption Annual Plan and Certifications of Compliance

FCRHA RESOLUTION TO BE INCLUDED WHEN COMPLETED

SIGNED CERTIFICATION FORMS TO BE INCLUDED WHEN COMPLETED

B. Documentation of Public Process

The FCRHA made the Moving to Work Plan available for public comment from January 26, 2026, through February 27, 2026. The required public hearing was held on February 19, 2026.

NOTICE OF PUBLIC HEARING

Thursday, February 19, 2026, at 7 p.m.

The Fairfax County Redevelopment and Housing Authority (FCRHA) will conduct a public hearing on its draft Moving to Work (MTW) Plan for Fiscal Year 2027. The hearing is being conducted in compliance with U.S. Department of Housing and Urban Development requirements for Public Housing Agencies submitting a MTW Plan. The public hearing will be held in person at the FCRHA Whiteside Board Room at 4530 University Drive, Fairfax, VA 22030 at 7 p.m. on February 19, 2026. Interested residents are invited to share their views on the draft FCRHA MTW Plan at the public hearing. Residents wishing to speak are encouraged to contact Nathaniel Strathearn by phone at (703) 324-4115, TTY 711, or by email at Nathaniel.Strathearn@fairfaxcounty.gov to indicate their desire to participate. If you have any questions concerning the public hearing, please call (703) 877-5696, TTY: 711.

The draft Fiscal Year 2027 MTW Plan will be available for public review on the county website beginning January 26, 2026, at <https://www.fairfaxcounty.gov/housing/initiatives/moving-to-work>. Residents wishing to comment on the draft MTW Plan in writing may do so by writing to the attention of Brandy Thompson, Associate Director of Policy, Policy and Communications, at the Fairfax County Department of Housing and Community Development, 3700 Pender Drive, Fairfax, Virginia 22030 or via the email address Brandy.Thompson@fairfaxcounty.gov. The deadline for receipt of written comments on the draft Plan is 4 p.m. on Friday, February 27, 2026.

Fairfax County is committed to a policy of nondiscrimination in all county programs, services and activities and will provide reasonable accommodations upon request. To request special accommodations, call 703-246-5120 or TTY 711. Equal Housing/Equal Opportunity Employer



Run Date: January 26th, 2026

AD#99132

Resident Advisory Council Letter of Support

The MTW Resident Advisory Committee was provided with an opportunity to discuss and review the draft FY 2027 Moving to Work Plan during the January 12, 2026, meeting.

DocuSign Envelope ID: 666EA98A-82AF-423B-9892-26DF85C3E3C8

**THE MTW RESIDENT ADVISORY COMMITTEE OF THE
FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**
3700 Pender Drive
Fairfax, Virginia 22030-7442

March 2, 2026

Mr. Thomas E. Fleetwood, Director
Fairfax County Department of Housing and Community Development
3700 Pender Drive, Suite 300
Fairfax, VA 22030-7442

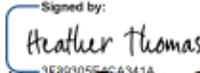
Dear Mr. Fleetwood:

On January 12, 2026, the Fairfax County Redevelopment and Housing Authority's (FCRHA) Moving to Work (MTW) Resident Advisory Committee met and were provided with an overview of the draft Fiscal Year (FY) 2027 MTW Plan. Committee members later received an electronic copy of the draft FY 2027 MTW Plan and reviewed the document at their own discretion. Committee members were also informed of the public comment period, from January 26 through February 27, 2026, as well as the public hearing on the draft FY 2027 MTW Plan on February 19, 2026.

The MTW Resident Advisory Committee has reviewed and affirms the contents of the draft FY 2027 MTW Plan.

The Committee looks forward to receiving updates from staff on the progress made towards MTW goals throughout the year. Staff have assured us that they will continue to gather suggestions and feedback from committee members on a range of MTW issues to include to self-sufficiency and housing mobility.

Sincerely,

Signed by:

Heather Thomas, Chairperson
MTW Resident Advisory Committee

C. Planned and Ongoing Evaluations

There are no planned or ongoing evaluations.

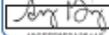
D. Lobbying Disclosures

DocuSign Envelope ID: F5ED5B37-77BE-4B15-BE0E-ACA7797AE6EC

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Fairfax County Redevelopment and Housing Authority"/> * Street 1: <input type="text" value="3700 Pender Drive, Suite 300"/> Street 2: <input type="text"/> * City: <input type="text" value="Fairfax"/> State: <input type="text" value="Virginia"/> Zip: <input type="text" value="22030"/> Congressional District, if known: <input type="text" value="VA-11"/>					
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: _____					
6. * Federal Department/Agency: <input type="text" value="U.S. Department of Housing and Urban Development"/>			7. * Federal Program Name/Description: <input type="text" value="FY 2027 Moving to Work Block Grant"/> Assistance Listing Number, if applicable: <input type="text"/>		
8. Federal Action Number, if known: <input type="text"/>			9. Award Amount, if known: \$ <input type="text" value="\$100,830,427"/>		
10. a. Name and Address of Lobbying Registrant: Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>					
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>					
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix: <input type="text"/> * First Name: <input type="text" value="Amy"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Ginger"/> Suffix: <input type="text"/> Title: <input type="text" value="Assistant Secretary, FCRHA"/> Telephone No.: <input type="text" value="703-246-5000"/> Date: <input type="text" value="8/3/2026"/>					
Federal Use Only:					Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

DocuSign Envelope ID: 070628C0-38C9-49E9-A967-9FCC587BA4AB
Certification of Agreements to Influence Federal Transactions
 Department of Housing and Urban Development
 Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Office, Office of Policy Development and Research, HEF, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-8000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name
 Fairfax County Redevelopment and Housing Authority (FCRHA)

Program/Activity Receiving Federal Grant Funding
 Moving to work Block Grant, FY 2027

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Amy Ginger		Title Assistant Secretary, FCRHA
Signature DocuSigned by:  40CFF88A2344C...		Date (mm/dd/yyyy) 3/3/2026

Previous edition is obsolete

form HUD 50071 (01/14)

Appendix

Fairfax County Zip Codes by RealMarket Payment Standard Zones
Effective December 1, 2023

Zone	Zip Code			
Yellow	22003	22060	22309	
	22044	22306	22312	
	22046	22307		
Green	20041	22009	22067	22160
	20120	22027	22081	22180
	20121	22031	22103	22183
	20122	22035	22106	22185
	20153	22039	22116	22199
	20170	22040	22121	22303
	20172	22041	22122	
	20191	22042	22124	
	20195	22043	22150	
Blue	20124	22030	22102	22308
	20151	22032	22151	22310
	20171	22033	22152	22315
	20190	22066	22153	
	20194	22079	22181	
	22015	22101	22182	

RealMarket Payment Standard Amounts
Effective December 1, 2023

	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed	6 Bed
Yellow Tier	\$1740	\$1790	\$2070	\$2600	\$3135	\$3620	\$4100
Green Tier	\$1850	\$1910	\$2200	\$2770	\$3330	\$3850	\$4360
Blue Tier	\$2240	\$2310	\$2650	\$3330	\$4010	\$4630	\$5340

CERTIFICATIONS OF COMPLIANCE**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING****Certifications of Compliance with Regulations:
Board Resolution to Accompany the Annual Moving to Work Plan**

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chair or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning 07/01/2026, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1), the Fair Housing Act (42 USC 3601 et seq.), section 504 of the Rehabilitation Act of 1973 (29 USC 794), title II of the Americans with Disabilities Act of 1990 (42 USC 12131 et seq.), the Violence Against Women Act (34 USC 12291 et seq.), all regulations implementing these authorities; and other applicable Federal, State, and local fair housing and civil rights laws.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
- (7) The MTW PHA will affirmatively further fair housing in compliance with the Fair Housing Act, 24 CFR 5.150 et. seq, 24 CFR 903.7(o), and 24 CFR 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing requires meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR 5.151). The MTW PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with the Fair Housing Act and Act's prohibition on sex discrimination, which includes sexual orientation and gender identity, and 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not base a determination of eligibility for housing based on actual or perceived sexual orientation, gender identity, or marital status and will not otherwise discriminate because of sex (including sexual orientation and gender identity), will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 75.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

OMB Approval No. 2577-0216 (exp. 08/31/2027)

- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment, 31 U.S.C. § 1352.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 2 CFR 200.334 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982 or as approved by HUD, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (23) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA and should be made available electronically, upon request.

Fairfax County Redevelopment
and Housing Authority (FCRHA)

VA019

MTW PHA NAME

MTW PHA NUMBER/PHA CODE

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Lenore Stanton

Chair, FCRHA

NAME OF AUTHORIZED OFFICIAL

TITLE

SIGNATURE

DATE

** Must be signed by either the Chair or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chair or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

FCRHA Agenda Item
March 19, 2026

ACTION - X

RESOLUTION NUMBER XX-26: Authorization to Execute a Modification to the Memorandum of Agreement with the Virginia Department of Behavioral Health and Developmental Services Regarding New Reporting Requirements and Performance Targets for the State Rental Assistance Program

ISSUE:

The purpose of this item is to request authorization from the Fairfax County Redevelopment and Housing Authority (FCRHA) to sign a modification to the Memorandum of Agreement (MOA) with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for the State Rental Assistance Program (SRAP). The modification would amend the FCRHA's reporting requirements and performance targets under the MOA.

RECOMMENDATION:

That the FCRHA authorize the execution of the MOA modification with DBHDS to allow the Department of Housing and Community Development (HCD), on behalf of the FCRHA, to continue to successfully implement SRAP in Fairfax County.

TIMING:

Immediate. Approval of the MOA modification with DBHDS is required to secure the resources necessary to comply with updated SRAP administration requirements and to fund the staff positions necessary to successfully implement SRAP in Fairfax County.

RELATION TO FCRHA STRATEGIC PLAN:

Approval of this Item supports the FCRHA's strategic goal to provide tenant subsidies and housing options for vulnerable populations.

BACKGROUND:

On June 16, 2021, the FCRHA entered into a MOA with DBHDS to establish and administer SRAP in Fairfax County. Under the terms of the SRAP MOA, the Commonwealth provides rental subsidies for the FCRHA to serve 168 households, plus administrative costs. SRAP is administered in partnership between the FCRHA and DBHDS, in coordination with disability support services provided through Virginia's Medicaid Waiver programs. Individuals are referred for SRAP by Intellectual and Developmental Disability Support Coordinators/Case Managers, while DBHDS determines participant eligibility. The FCRHA administers the SRAP program in Fairfax County similar to how it administers the federal Housing Choice Voucher program.

FCRHA Agenda Item
March 19, 2026

Since the execution of the initial MOA, there have been regular periodic modifications to update the program budget.

In April 2024, DBHDS informed all statewide partners that all data for SRAP must be housed and maintained in a new management information system, Housing Pro, provided by DBHDS. Currently, the FCRHA stores its data for SRAP in the FCRHA's management information system, Yardi, and reports it separately to DBHDS. Because FCRHA financial management processes require the use of FOCUS and Yardi business systems in tandem to generate housing related payments, HCD staff must continue to use Yardi in its administration of SRAP. Therefore, DBHDS's request to have local partners enter all SRAP data into Housing Pro forces staff to perform duplicate data entry across the program. Despite this burden, DBHDS is insisting that local partners use Housing Pro for data entry if they wish to continue administering SRAP.

DBHDS has agreed to provide increased administrative funding to support the need for additional staff to perform the duplicative administrative tasks necessary for the FCRHA to enter SRAP data into multiple systems.

In addition to the need to use Housing Pro for the administration of the SRAP, the MOA modification will, among other things, (1) modify the deadlines for reporting of SRAP program reserve balances and summaries of annual transactions, and (2) shift the FCRHA's program performance targets toward a focus on ensuring that all program data is timely entered into Housing Pro. Staff believes the new deadlines and targets are manageable.

STAFF IMPACT:

Staff has spent considerable time evaluating and negotiating the terms of the MOA and strengthening its ongoing partnership with DBHDS. The additional grant funding will allow for the creation of one new Housing Services Specialist I (HSS I) position, as a part of this action.

FISCAL IMPACT:

The MOA modification will provide for approximately \$104,000 in new administrative fee funding in Fiscal Years 2026 and 2027.

ENCLOSED DOCUMENTS:

- Attachment 1: Resolution Number XX-26
- Attachment 2: SRAP MOA
- Attachment 3: Proposed Form of MOA Modification

STAFF:

FCRHA Agenda Item
March 19, 2026

Thomas Fleetwood, Director, Department of Housing and Community Development
(HCD)

Amy Ginger, Deputy Director, Operations, HCD

Steven Durham, Director, Rental Assistance, HCD

Samantha Gallo, Associate Director, Rental Assistance, HCD

ASSIGNED COUNSEL:

Ryan Wolf, Senior Assistant County Attorney

DRAFT

RESOLUTION NUMBER XX-26

Authorization to Execute a Modification to the Memorandum of Agreement with the Virginia Department of Behavioral Health and Developmental Services Regarding New Reporting Requirements and Performance Targets for the State Rental Assistance Program

BE IT RESOLVED that the Fairfax County Redevelopment and Housing Authority (FCRHA) approves modifying the Memorandum of Agreement (MOA) between the FCRHA and the Commonwealth of Virginia through the Department of Behavioral Health and Developmental Services (DBHDS), regarding the State Rental Assistance Program, as presented to the FCRHA at its meeting on March 19, 2026; and

BE IT FURTHER RESOLVED that the FCRHA authorizes any Assistant Secretary, or the designee thereof, to take any actions reasonably necessary to implement or effectuate the modified MOA.

DRAFT



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



MEMORANDUM OF AGREEMENT (MOA)

Memorandum of Agreement Number: 720-4883

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 Fairfax County Redevelopment and Housing Authority, 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:		BY:	
PRINTED NAME:	Thomas Fleetwood	PRINTED NAME:	Alison G. Land, FACHE
TITLE:	Executive Director	TITLE:	Commissioner
DATE:	6/16/2021	DATE:	6/16/2021 8:33 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 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.

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.

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 Fairfax, Cities of Fairfax and Falls Church, and the Towns of Clifton, Herndon and Vienna, 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 \$135.00.
 - b. Initial Inspection Completed. Upon completion of the unit inspection prior to initial occupancy, Contractor may bill a one-time administrative milestone payment of \$135.00.
2. ***Base Administrative Fee:*** Contractor is permitted to bill the Base SRAP Administrative Fee of \$135.00 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.		
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.		
3. Enforce, amend, and when necessary, terminate contracts with owners.		
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	
2. Receive notifications of vacancies from owners and, in turn, notify DBHDS of vacancies in SRAP PBRA units.		
C. Application Process/Eligibility Review		
1. Provide application packages to applicants and their support coordinators with a deadline for submission.	X	
a. Obtain completed application materials and supporting documentation.	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	
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	
2. Review and determine eligibility of SRAP applicant in accordance with program eligibility criteria identified in the SRAP Program Manual. Notify the applicant, support coordinator and authorized third parties of the eligibility determination.	X	
D. Income Determination/Subsidy Standard		

1. Perform initial income determinations in accordance with the SRAP Program Manual.	X	
2. Apply subsidy standards and payment standards for SRAP-TBRA and SRAP-PBRA per SRAP Program Manual guidelines.	X	
3. Perform income re-examinations in accordance with the SRAP Program Manual guidelines.	X	
E. Certificate Issuance & SRAP Briefing		
1. Issue SRAP rental certificates to eligible applicants or participants.	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.		
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	
5. Process reasonable accommodation requests for eligible applicants in accordance with SRAP Program Manual requirements.	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	
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	
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	
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	
d. Verifying unit affordability at initial occupancy if the gross rent exceeds the payment standard. A unit is affordable if the	X	

applicant pays no more than 40% of adjusted monthly income toward the gross rent.		
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	
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	
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.		
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 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	
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	
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.		
3. Process landlords' W-9 form and ACH form (for direct deposit, if used). Set up and process automatic monthly payments to landlord.	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	
5. Process requests to start landlord payments, stop landlord payments and change landlord payments as needed.	X	
6. Issue vacancy payments to owners on units in accordance with SRAP Program Manual guidelines.		
7. Record subsidy payments to landlords and utility reimbursements for each participant in the SRAP workbook.	X	
8. Process annual 1099-MISC forms for landlords to document subsidy-based rental income.	X	
I. Policies and Appeals		
1. Apply the vacancy policy to participants as established in the SRAP Program Manual.	X	
2. Apply policies and procedures in the SRAP Program Manual for transfers and elective moves.	X	
3. Apply policies and procedures in the SRAP Program Manual for PBRA participant moves when occupying overcrowded, under-occupied and/or accessible units		
4. Apply policies and procedures in the SRAP Program Manual for termination of SRAP assistance.	X	

5. Provide informal reviews and informal hearings to program applicants in accordance with SRAP Program Manual requirements.	X	
J. Memorandum of Agreement		
1. Provide financial and program data to DBHDS for development of annual funding allocations.	X	
2. Submit programmatic and financial reports (see Attachment D).	X	
3. Submit unit status reports for SRAP-PBRA (see Attachment D).		

**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>Referrals</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_Fairfax workbook.
<p>Unit Status (this report is for SRAP PBRA Programs only)</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_Fairfax workbook
<p>Demographic Data</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.

<p>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.</p>		
<i>Financial Reports</i>	<i>Submission Frequency</i>	<i>Method</i>
<p>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.).</p>	<p>Quarterly</p>	<p>Input data into the SRAP Actual Expenditure Report in the SRAP_Fairfax workbook.</p>
<p>Provide a Projected Expenditure Report for the prior quarter that tracks:</p> <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. <p>The SRAP subsidy payment includes the landlord and utility reimbursement to the tenant. The projected monthly subsidy expenditure will auto-populate.</p>	<p>Quarterly</p>	<p>Input data into the SRAP Projected Expenditure Report in the SRAP_Fairfax workbook.</p>
<p>Provide an Allocation Expenditure Report for the prior quarter that tracks:</p> <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 	<p>Quarterly</p>	<p>Data autopopulates from Referral Status and Actual Expenditure Reports in the SRAP_Fairfax workbook.</p>

<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 	<p>Quarterly</p>	<p>Input data into the SRAP Program Reserve Report in the SRAP_Fairfax workbook.</p>
--	------------------	--

**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 135 households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	Amount
Rental Assistance	\$ 2,172,516
Utility Reimbursement	\$ 243,696
Contractor Administrative Fees	\$ 218,700
Program Reserve	\$ 0
TOTAL	\$ 2,634,912

Fiscal Year 2023 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 135 households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	Amount
Rental Assistance	\$ 2,172,516
Utility Reimbursement	\$ 243,696
Contractor Administrative Fees	\$ 218,700
Program Reserve	\$ 0
TOTAL	\$ 2,634,912

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: 720-4883

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 Fairfax County Redevelopment and Housing Authority (here in referred to as "Business Associate"), a corporation, department or other entity with office at 3700 Pender Drive, Fairfax, Virginia 22030.

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 Fairfax County Redevelopment and Housing Authority.
- 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.

MOA #720-4883

30 of 33

- 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
 DATE: 6/16/2021 | 8:33 PM EDT

FOR: Thomas Fleetwood
 BY: Assistant Secretary
 DATE: 6/16/2021

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.	



COMMONWEALTH of VIRGINIA

NELSON SMITH
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

MOA MODIFICATION

Date: February 12, 2026
MOA Number: 720-4883-CTR004759
Renewal Number: NA
Modification Number: 05
Issued By: Department of Behavioral Health and Developmental Services
Procurement and Administrative Services
1220 Bank Street
Richmond, VA 23219

Contractor: Fairfax County Redevelopment and Housing Authority

Commodity Description: State Rental Assistance Program

This Supplemental Agreement is entered into pursuant to the provision of the basic contract and any contract modifications.

Description of Modification; effective July 1, 2025:

1. Reference page 6, Section II. **SCOPE OF SERVICES**, subsection F, shall be amended to delete paragraph in its entirety and add the following new paragraphs:

“The Contractor shall be required to enter all data for the State Rental Assistance Program (SRAP). This data is to be housed and maintained in the management information system, Housing Pro, provided by DBHDS to administer the SRAP program. Failure by the Contractor to input accurate data as program events occur in accordance with the deadlines specified in the SRAP Program Manual shall be considered a default as referred to in Section V(G), Default of Agreement.

DBHDS represents that DBHDS has conducted a security review of their vendor’s system and that DBHDS has entered into a Business Associate Agreement with their vendor.

DBHDS will report to FCRHA all breaches of their or their vendor’s system that result in exposure of FCRHA Participant data or other incidents compromising the security of FCRHA Participant

data. Participant data includes “personal information” (Virginia Code § 18.2-186.6), “medical information” (Virginia Code § 32.1-127.1:05), and/or “protected health information” (45 CFR § 160.103). Such reports must be made to FCRHA immediately upon DBHDS being notified of the breach. The requirements of this paragraph are in addition to and do not relieve DBHDS or their vendor of their obligations to comply with applicable law. If notices to individuals or third parties are required by applicable law, the parties will cooperate to ensure that such notice is timely provided.

If the security of any DBHDS or vendor system that FCRHA is required by this MOA to input FCRHA Participant data into is compromised, FCRHA will immediately suspend input of data into such system(s) until FCRHA, or their designee can verify the security incident has been fully mitigated and all affected systems have been restored to a secure state.

2. Reference page 7, Section II. **SCOPE OF SERVICES**, subsection I, shall be amended to delete paragraph in its entirety and add the following new paragraph:

“Contractors shall submit program reserve starting and ending balances as well as annual transactions in the DBHDS Program Reserve Report no more than 45 days after the fiscal year ends. Failure by the Contractor to submit accurate and timely program reserve reports to DBHDS shall be considered a default as referred to in Section V(G), Default of Agreement.

3. Reference page 17, Section V. **SPECIAL TERMS AND CONDITIONS**, subsection L (Reporting Data Tool) shall be amended to add the following new text after the word “subsidies.”:

Contractor will also be required to utilize Housing Pro to input all data pertaining to the State Rental Assistance Program (SRAP). Data must be entered into this system as program events occur in accordance with the deadlines specified in the SRAP Program Manual. DBHDS will use the data to provide feedback on program performance which should be used to improve program operations. Notwithstanding anything in this MOA to the contrary, (1) data entry into Housing Pro for any events occurring between October 1, 2024 until the execution of this MOA Modification dated January [], 2026, will be deemed timely if entered by May 31, 2026”, (2) no data is required to be entered into Housing Pro for any events that occurred before October 1, 2024, and (3) the FCRHA will be excused from any obligation to enter data in Housing Pro if Housing Pro denies FCRHA access to Housing Pro software and/or applications or if Housing Pro conditions FCRHA access to Housing Pro software and/or applications on the FCRHA’s agreement to terms that the FCRHA deems unacceptable.

4. Reference pages 26, 27 and 28, delete Attachment D in its entirety.
5. Reference page 29, delete Attachment E in its entirety and replace with the revised Attachment E provided with this modification.
6. Reference page 33, **ATTACHMENT G: MATRIX OF REQUIRED PERFORMANCE TARGETS** delete Attachment G in its entirety and replace with the revised Attachment G provided with this modification.

ATTACHMENT E – Funding Allocations for the Current Fiscal Year and Subsequent Fiscal Year
Fiscal Year 2026 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 168 households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	PBRA Amount	TBRA Amount	Total
Rental Assistance	\$165,288	\$3,704,712	\$3,870,000
Utility Reimbursement	\$3,126	\$29,059	\$32,185
Contractor Administrative Fees	\$19,200	\$303,360	\$322,560
Program Reserve	\$0	\$0	\$0
TOTAL	\$187,614	\$4,037,131	\$4,224,745

Fiscal Year 2027 Funding Allocation

Contractor intends to administer rental assistance to a minimum of 168 households with this funding allocation, contingent upon sufficient referrals from DBHDS.

Funding Category	PBRA Amount	TBRA Amount	Total
Rental Assistance	\$165,288	\$3,704,712	\$3,870,000
Utility Reimbursement	\$3,126	\$29,059	\$32,185
Contractor Administrative Fees	\$19,200	\$303,360	\$322,560
Program Reserve	\$0	\$0	\$0
TOTAL	\$187,614	\$4,037,131	\$4,224,745

ATTACHMENT G: MATRIX OF REQUIRED PERFORMANCE TARGETS (HOUSING PRO)

“The contractor agrees to be bound by the following required performance targets under this agreement and understand that DBHDS may deem unsatisfactory performance a default of this agreement and may act in accordance with Section V(G), “Default of Agreement.”

Performance Indicator	Target	Consequences for Failure to Meet Target
<i>New applications are fully processed in Housing Pro.</i>	<i>Of a random sample of new applications in a 12-month period (using the table below), 100% are fully processed in Housing Pro.</i>	<i>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.</i>
<i>Re-Examinations are fully processed in Housing Pro</i>	<i>Of a random sample of re-examinations in a 12-month period (using the table below), 100% are fully processed in Housing Pro.</i>	<i>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.</i>
<i>Scheduled payments are fully recorded in Housing Pro</i>	<i>Of a random sample of scheduled payments in a 12-month period (using the table below), 100% are fully recorded in Housing Pro.</i>	<i>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.</i>

Random Sample Selection Criteria for: New Applications, Re-Examinations, and Scheduled Payments	# of Electronic Records to Select
0-10	All
11-50	10
51-100	15
101-150	20
150-200	25
201-250	30
251-300	35
301-350	40
351-400	45
401-450	50
451-500	55
501-550	60

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

CONTRACTOR:	PURCHASING AGENCY:
Fairfax County Redevelopment and Housing Authority	Department of Behavioral Health and Developmental Services
BY:	BY:
PRINTED NAME: Steven Durham	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE: