

Before Starting the Special CoC Application

You must submit both of the following parts in order for us to consider your Special NOFO Consolidated Application complete:

1. the CoC Application, and
2. the CoC Priority Listing.

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The Special Notice of Funding Opportunity (Special NOFO) for specific application and program requirements.
2. The Special NOFO Continuum of Care (CoC) Application Detailed Instructions for Collaborative Applicants which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

CoC Approval is Required before You Submit Your CoC's Special NOFO CoC Consolidated Application

- 24 CFR 578.9 requires you to compile and submit the Special NOFO CoC Consolidated Application on behalf of your CoC.
- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

Answering Multi-Part Narrative Questions

Many questions require you to address multiple elements in a single text box. Number your responses to correspond with multi-element questions using the same numbers in the question. This will help you organize your responses to ensure they are complete and help us to review and score your responses.

Attachments

Questions requiring attachments to receive points state, "You must upload the [Specific Attachment Name] attachment to the 4A. Attachments Screen." Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

- Attachments must match the questions they are associated with—if we do not award points for evidence you upload and associate with the wrong question, this is not a valid reason for you to appeal HUD's funding determination.

- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).

1A. Continuum of Care (CoC) Identification

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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1A-1. CoC Name and Number: VA-602 - Loudoun County CoC

1A-2. Collaborative Applicant Name: County of Loudoun

1A-3. CoC Designation: CA

1A-4. HMIS Lead: County of Loudoun

1A-5.	New Projects	
	Complete the chart below by indicating which funding opportunity(ies) your CoC applying for projects under. A CoC may apply for funding under both set asides; however, projects funded through the rural set aside may only be used in rural areas, as defined in the Special NOFO.	
1.	Unsheltered Homelessness Set Aside	Yes
2.	Rural Homelessness Set Aside	No

1B. Project Capacity, Review, and Ranking–Local Competition

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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1B-1.	Web Posting of Your CoC Local Competition Deadline–Advance Public Notice. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Local Competition Deadline attachment to the 4A. Attachments Screen.	
	Enter the date your CoC published the deadline for project application submission for your CoC's local competition.	08/22/2022

1B-2.	Project Review and Ranking Process Your CoC Used in Its Local Competition. (All Applicants)	
	Special NOFO Section VII.B.1.a.	
	You must upload the Local Competition Scoring Tool attachment to the 4A. Attachments Screen.	
	Select yes or no in the chart below to indicate how your CoC ranked and selected new project applications during your CoC's local competition:	
1.	Established total points available for each project application type.	Yes
2.	At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).	Yes
3.	At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).	Yes

1B-3.	Projects Rejected/Reduced–Notification Outside of e-snaps. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4A. Attachments Screen.	
1.	Did your CoC reject or reduce any project application(s)?	No
2.	Did your CoC inform the applicants why their projects were rejected or reduced?	No
3.	If you selected yes, for element 1 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	

1B-3a.	Projects Accepted–Notification Outside of e-snaps. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Accepted attachment to the 4A. Attachments Screen.	
	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	09/28/2022

1B-4.	Web Posting of the CoC-Approved Special NOFO CoC Consolidated Application. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Web Posting–Special NOFO CoC Consolidated Application attachment to the 4A. Attachments Screen.	
	Enter the date your CoC posted its Special NOFO CoC Consolidated Application on the CoC's website or affiliate's website–which included: 1. the CoC Application, and 2. Priority Listings.	10/18/2022

2A. System Performance

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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2A-1.	Reduction in the Number of First Time Homeless—Risk Factors.	
	Special NOFO Section VII.B.2.b.	
	Describe in the field below:	
	1. how your CoC determined which risk factors your CoC uses to identify persons becoming homeless for the first time;	
	2. how your CoC addresses individuals and families at risk of becoming homeless; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time or to end homelessness for individuals and families.	

(limit 2,500 characters)

1. Criteria on how the Loudoun County CoC determined which risk factors are used to identify individuals becoming homeless for the first time, included where the family currently resides, how long the household can continue to live in their current living situation, and whether there are other housing options to meet the immediate needs. The Loudoun County CoC criteria to identify individuals who are at risk of becoming homeless for the first time include low-wage employment, poor rental history, credit issues, recently released from jail or institution, and lack of affordable housing.
2. Homeless Prevention and Diversion (HPD) services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for HPD participants residing in permanent housing or to assist a participant in overcoming immediate barriers to obtaining housing. Completion of the Housing Barriers Assessment and a Self-Sustainability Matrix help identify current needs, household strengths, and barriers to housing stability. HPD staff conduct an in-depth review of the community resources the household has utilized, the informal support the family may have to draw from, and the mainstream benefits they are currently accessing. When gaps are identified, the HPD provider works with the household to access wrap-around services to aid in stabilization and to leverage other formal and informal supports. This planning is goal-oriented and client-driven. Housing stability plans are task-oriented, with target dates, and tasks are broken into small measurable components. This type of quantifiable Housing Stability Plan fosters the ability to track client progress and stability objectively. It also has the likelihood of creating small wins and not overwhelming a client who typically is in a crisis.
3. The Loudoun County Department of Family Services, the CoC Governance Board and the CoC Lead oversees the development of strategies designed to reduce the number of individuals and families that experience homelessness for the first time.

2A-2.	Length of Time Homeless—Strategy to Reduce. (All Applicants)	
	Special NOFO Section VII.B.2.c.	
	Describe in the field below:	
	1. your CoC's strategy to reduce the length of time individuals and persons in families remain homeless;	
	2. how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the length of time individuals and families remain homeless.	

(limit 2,500 characters)

1. The Loudoun County CoC works within the Lead Agency structure to provide data quality and outcome metrics to service providers operating programs that serve chronically homeless individuals and families. The Loudoun County CoC has monthly meetings with homeless services providers to review all performance measures, including length of homelessness, and discuss specific strategies to reduce length of time individuals and/or families are homeless.

2. The Loudoun County CoC has begun the process to utilize a By-Name list to more effectively track longest lengths of time homeless and to ensure individuals are prioritized accordingly. The By-Name list is a tool that enables CoC's to account for every person experiencing homelessness in real time and is the critical first step to solving homelessness for the entire community.

3. The Loudoun County Department of Family Services, the CoC Governance Board and the Continuum of Care Lead oversees the development of strategies designed to reduce the length of time individuals and families remain homeless. A strong network of non-profit organizations and other community partners including homeless services providers work together to support a Housing First approach to assist in the reduction of length of time households are homeless. The Loudoun County CoC conducts a competitive proposal process to fund homeless services and programs that quickly move clients to permanent housing. A less immediate but equally important response to the length of homelessness is the Transitional Housing (TH) programs in the Loudoun County CoC, and the feasibility of restructuring them to operate as permanent housing. Leading this charge is the Loudoun County CoC, Loudoun County Department of Housing and Community Development and the CoC projects with supportive services such as Rapid Re-housing and Permanent Supportive Housing that continuously move the path towards increasing housing options for the chronically homeless.

2A-3.	Successful Permanent Housing Placement or Retention. (All Applicants)	
	Special NOFO Section VII.B.2.d.	
	Describe in the field below how your CoC will increase the rate that individuals and persons in families residing in:	
1.	emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations; and	
2.	permanent housing projects retain their permanent housing or exit to permanent housing destinations.	

(limit 2,500 characters)

1. The Loudoun County CoC will increase the rate of exits to permanent housing through the strategic implementation of Housing First and assuring homeless services providers have access to trainings and resources that foster a service delivery model consistent with access to housing as top priority for all households enrolled in homeless services program. The Loudoun County CoC will continue to work with partners and community organizations to provide comprehensive supportive services to individuals and families once they have stable housing to assure systems are in place to support the maintenance of stable housing, including connections to employment resources, and financial assistance for utilities or other supports, as needed.
2. In an effort to promote individuals and families in retaining permanent housing upon program exit, Loudoun County CoC will continue to support the implementation of housing and supportive services that provide after-care and follow-up services to individuals and households upon program exit. The Loudoun County CoC collaborates with a variety of community support services to provide access to needed resources to assist individuals and families in retaining housing long after program exit. For example, the Rapid Re-Housing program conducts regular check-ins with households up to one-year post-program exit.

2A-4.	Returns to Homelessness–CoC’s Strategy to Reduce Rate. (All Applicants)	
	Special NOFO Section VII.B.2.e.	

	Describe in the field below:
1.	how your CoC identifies individuals and families who return to homelessness;
2.	your CoC’s strategy to reduce the rate of additional returns to homelessness; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the rate individuals and persons in families return to homelessness.

(limit 2,500 characters)

1. The Loudoun County CoC identifies individuals and families who return to homelessness via the Homeless Management Information System (HMIS) database. Client records are maintained, and homeless services staff capture entry and exit data for each program and individual or family is enrolled in (e.g., emergency shelter, rapid re-housing, etc.).
2. Loudoun County CoC’s strategy to reduce the rate of returns to homelessness focuses on the core principle of Housing First – securing stable housing and then providing supportive services to help maintain that housing.
3. The Loudoun County CoC Governance Board and the CoC Lead are responsible for overseeing the CoC’s strategy to reduce the rate individuals and persons in families return to homelessness.

2A-5.	Increasing Employment Cash Income–Strategy. (All Applicants)	
	Special NOFO Section VII.B.2.f.	

	Describe in the field below:
1.	the strategy your CoC has implemented to increase employment cash sources;
2.	how your CoC works with mainstream employment organizations to help individuals and families increase their cash income; and

- | | |
|----|--|
| 3. | provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase income from employment. |
|----|--|

(limit 2,500 characters)

1. The Loudoun County CoC's strategy to increase employment cash focuses on providing resources, trainings and client-centered interventions that promote equal access to employment opportunities. The Loudoun County CoC continuously shares information on resources through email communication and CoC General Membership meetings. Employment organizations such as Crossroads Jobs and Loudoun Workforce Resource Center share upcoming job fairs and employment trainings resources with the CoC which allows programs and case managers to offer these opportunities to participants.
2. The Loudoun County CoC oversees the strategy to increase income from employment. Crossroads Jobs and Loudoun Workforce Resource Center also offer free, individualized job placement and career development services to Loudoun area residents who are unemployed or underemployed and experiencing barriers to employment. The program is structured in a way that allows workers to get to know the applicants and communicate with local businesses to learn about available job openings and ongoing or upcoming needs. Workers then match the right person to the right job, which benefits the applicant, the employer, and the community.
3. The CoC General Membership oversees the strategy to increase income from employment through collaborative input of the workforce development providers. The Executive Director of Crossroads Jobs actively participates in the CoC serving on the Governance Board and remains vigilant in updating the CoC on employment-related engagement with homeless services participants.

2A-5a.	Increasing Non-employment Cash Income—Strategy. (All Applicants)	
	Special NOFO Section VII.B.2.f.	
	Describe in the field below:	
	1. the strategy your CoC has implemented to increase non-employment cash income;	
	2. your CoC's strategy to increase access to non-employment cash sources; and	
	3. provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase non-employment cash income.	

(limit 2,500 characters)

1. The Loudoun County CoC communicates with project partners and case managers to keep them informed on how to assist clients to apply for public benefits either via online application, via telephone or paper application with assistance at any of the social services offices. The Loudoun County CoC is deliberate in continuing to work with the Loudoun County Department of Family Services Public Assistance Benefits Unit, which provides a triage worker to quickly assist individuals experiencing any issues with their public assistance benefits. The Public Assistance Benefits Unit also includes an Outreach Worker who participates in health fairs and other special events in the community to educate members of the public about public assistance programs, such as fuel assistance, childcare assistance, SNAP, TANF and Medicaid. SSI/SSDI Outreach Access and Recovery (SOAR) has a trained clinician in the Project for Assistance with Transitions from Homelessness (PATH) program who will assist those needing to apply for Social Security or Disability benefits. Information & Referral/Coordinated Entry specialists are continually updated through IRS Special Partner Communication, which shares information on the Work Opportunity Tax Credit, Child Tax Credit, how to apply for an Individual Taxpayer Identification Number (ITIN) and tips on filing taxes.
2. The Loudoun County CoC's strategy to increase non-employment cash income focuses on providing resources and access to mainstream benefits that help individuals and families maintain housing stabilization. The Loudoun County CoC works with mainstream benefits within the Department of Family Services to help individuals and families increase non-cash income by sharing information on resources, application process and materials, email communication and via CoC General Membership meetings. For example, during winter months benefits staff oversee a utility assistance program that is shared with the CoC.
3. Loudoun County's Department of Family Services, Department of Mental Health, Substance Abuse, and Developmental Services PATH Outreach Workers and HAT Outreach Worker are trained to provide resources to individuals for non-employment cash. It is also the concerted, interdependent efforts of all the Loudoun County CoC member organizations who assist individuals with applying for non-employment cash income. The Loudoun County CoC will continue to leverage these transitions to improve the the collaboration between mainstream benefits and homeless services.

2B. Coordination and Engagement–Inclusive Structure and Participation

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

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2B-1.	Inclusive Structure and Participation–Participation in Coordinated Entry. (All Applicants)	
	Special NOFO Sections VII.B.3.a.(1)	

In the chart below for the period from May 1, 2021 to April 30, 2022:

1.	select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC's coordinated entry system; or
2.	select Nonexistent if the organization does not exist in your CoC's geographic area:

	Organization/Person	Participated in CoC Meetings	Voted, Including Electing of CoC Board Members	Participated in CoC's Coordinated Entry System
1.	Affordable Housing Developer(s)	Yes	No	No
2.	Agencies serving survivors of human trafficking	Yes	Yes	Yes
3.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
4.	CoC-Funded Victim Service Providers	Yes	Yes	Yes
5.	CoC-Funded Youth Homeless Organizations	No	No	No
6.	Disability Advocates	Yes	Yes	Yes
7.	Disability Service Organizations	Yes	Yes	Yes
8.	Domestic Violence Advocates	Yes	Yes	Yes
9.	EMS/Crisis Response Team(s)	Yes	Yes	Yes
10.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
11.	Hospital(s)	No	No	No
12.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent	No	No
13.	Law Enforcement	Yes	Yes	Yes
14.	Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Advocates	Yes	Yes	Yes
15.	LGBTQ+ Service Organizations	Yes	Yes	Yes
16.	Local Government Staff/Officials	Yes	Yes	Yes
17.	Local Jail(s)	Yes	Yes	Yes
18.	Mental Health Service Organizations	Yes	Yes	Yes
19.	Mental Illness Advocates	Yes	Yes	Yes

20.	Non-CoC Funded Youth Homeless Organizations	Yes	Yes	Yes
21.	Non-CoC-Funded Victim Service Providers	No	No	No
22.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	Yes
23.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	Yes
24.	Organizations led by and serving people with disabilities	Yes	Yes	Yes
25.	Other homeless subpopulation advocates	Yes	Yes	Yes
26.	Public Housing Authorities	Yes	Yes	Yes
27.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
28.	Street Outreach Team(s)	Yes	Yes	Yes
29.	Substance Abuse Advocates	Yes	Yes	Yes
30.	Substance Abuse Service Organizations	Yes	Yes	Yes
31.	Youth Advocates	Yes	Yes	Yes
32.	Youth Service Providers	Yes	Yes	Yes
	Other:(limit 50 characters)			
33.				
34.				

By selecting "other" you must identify what "other" is.

2B-2.	Open Invitation for New Members. (All Applicants)	
	Special NOFO Section VII.B.3.a.(2), V.B.3.g.	

	Describe in the field below how your CoC:
1.	communicated the invitation process annually to solicit new members to join the CoC;
2.	ensured effective communication with individuals with disabilities, including the availability of accessible electronic formats;
3.	conducted outreach to ensure persons experiencing homelessness or formerly homeless persons are encouraged to join your CoC; and
4.	invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, other People of Color, persons with disabilities).

(limit 2,500 characters)

1. The Loudoun County CoC solicits new members annually in-person, via its webpage, and at community outreach events. CoC General Membership meetings are publicly posted on its webpage.
2. Language and Accessibility Services are provided at www.loudoun.gov/coc. American Sign Language Interpretation Services can be accessed by Loudoun County staff on our intranet <https://intranet.loudoun.gov/1134/ASL>. Video Remote Interpreting (VRI), a secure and encrypted platform with access to professional interpreters, is available to staff to assist the public. All public county webpages have the Google language extension offering over 90 languages, allowing activation of the "Read Aloud" option in the browser.
3. The I&R/CE Specialists conduct outreach by participating in community events to share information about services available within the county including homeless services. The specialists use this opportunity to engage and invite individuals within the community to participate in the CoC. The Loudoun County CoC Coordinator participates in the Metro Washington Council of Governments (MWCOC) Authentic Engagement group to establish guidelines and rates of compensation for those with lived experience wishing to participate in the CoC. The Loudoun County CoC continues to meet with project partners to encourage participation of Persons with Lived Experiences (PLEs) in the CoC General Membership and Governance Board.
4. Loudoun County Information and Referral Specialists serve as Coordinated Entry participants in community outreach events and campaigns such as the Loudoun County Latino Festival and Sterling Fest to increase community awareness and invite organizations serving culturally specific communities to join the CoC. Individuals who have experienced homelessness serve on the Governance Board and as part of sub-committees. The CoC invites and partners with several culturally diverse organizations such as INMED Partnerships for Children (Latino/Hispanic community), ECHO, who provides job training and transportation to persons with limited abilities, and Equality Loudoun, a non-profit organization that advocates, educates, defends, and builds community to support LGBTQ+.

2B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness. (All Applicants)	
	Special NOFO Section VII.B.3.a.(3)	

	Describe in the field below how your CoC:
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information; and
3.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

(limit 2,500 characters)

1. The Loudoun County CoC and Information & Referral/Coordinated Entry (CE) staff actively participate in several community task force meetings that directly or indirectly work with homeless populations. The CoC strives to integrate the input and opinion of these community groups, a broad array of organizations, the public, and individuals, including community stakeholders specializing in homeless services and housing stabilization resources. The CoC's meeting structure encourages input from all parties involved in homeless assistance, including domestic violence and youth service providers, school social workers, nonprofits, faith-based organizations, law enforcement, mental and medical healthcare providers, and individual persons with lived experience, promoting diversity of perspective and expertise on homeless issues. CoC solicits public input via input sessions, community meetings, and ongoing invitations for feedback via the CoC webpage. The CoC continues to collaborate with the Loudoun County Department of Mental Health, Substance Abuse and Developmental Services (MHSADS) in a Cross-Systems Mapping project that brought together behavioral health, criminal justice leaders, and other stakeholders to develop strategic plans that reflect the locality's priorities to improve the outcomes at the intersection of the behavioral health and criminal justice systems.

2. The Loudoun County CoC communicates information during CoC General Membership meetings, training, and program monitoring meetings, and via the CoC webpage to solicit public information and suggestions. Information gathered at public meetings or other forums to address improvements or new approaches to preventing and ending homelessness is collected, reviewed, compared with federal, state, and local policies to ensure compliance, and implemented based on community needs.

3. The Loudoun County CoC took into consideration the information gathered through involvement with area-wide learning collaborative groups, such as Authentic Engagement and the Racial Equity Action Council (REAC) through the Metropolitan Washington Council of Government (MWCOG), the Region Data Metrics Group, and the Regional Case Coordinator Learning Collaborative, all which have prompted the Loudoun County CoC to evaluate current operations and make changes such as the inclusion of PLE and invite the participation of LGBTQ+ organizations.

2B-4.	Public Notification for Proposals from Organizations Not Previously Funded. (All Applicants)	
	Special NOFO Section VII.B.3.a.(4)	

	Describe in the field below how your CoC notified the public:
1.	that your CoC's local competition was open and accepting project applications;
2.	that your CoC will consider project applications from organizations that have not previously received CoC Program funding;
3.	about how project applicants must submit their project applications;
4.	about how your CoC would determine which project applications it would submit to HUD for funding; and
5.	how your CoC effectively communicated with individuals with disabilities, including making information accessible in electronic formats.

(limit 2,500 characters)

1. The Loudoun County CoC notified the public that the local competition was open and accepting project applications via an email announcement, posted to the CoC's webpage, and distributed through the County's Civic Alert SMS-text notifications. Information pertaining to new project applicants that have not previously received CoC funding was shared via email and on the CoC webpage. Information regarding how to apply, what projects will be funded, and other helpful HUD documents and training webinars were shared with the CoC via email and listed on the local competition posting on our website.
2. The CoC local announcement encouraged nonprofit organizations serving Loudoun County residents to consider being part of the collaborative application. The announcement also provided details on eligible programs and links to instructions on how to apply for new applicants.
3. The local announcement included information on eligibility for funding, how to access e-SNAP, how to create a new project application, and HUD funding documentation and instructions. The announcement included deadlines for letters of intent, project applications, review, scoring and ranking of project applications by CoC, notification of project acceptance or rejection, and the collaborative application deadline. Applicants were asked to input their applications in e-SNAP without submitting and instead, to submit a pdf through email directly to the CoC Lead. Included with the announcement, was information from the National Alliance to End Homelessness about Do's and Don'ts and a Scoring Chart Comparison 2021-2022 for the NOFO.
4. Projects which scored 80 percent of total possible scores and with the recommendation of the reviewers, were accepted and included in the collaborative application. Any project that scored above 80 percent but with contingencies expressed by the reviewers would be contacted for clarification to resolve any questions before being included in the collaborative application.
5. The local announcement was shared via email and posted at <https://www.loudoun.gov/4111/Funding-Opportunities---Continuum-of-Care>, which includes contact information for the Language and Accessibility program that assists with providing materials in formats that meet the needs of individuals with disabilities through the Americans with Disabilities Act (ADA).

2C. Coordination / Engagement—with Federal, State, Local, Private, and Other Organizations

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2C-1.	Coordination with Federal, State, Local, Private, and Other Organizations. (All Applicants)
	Special NOFO Section VII.B.3.b.
	In the chart below:
1.	select yes or no for entities listed that are included in your CoC's coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or
2.	select Nonexistent if the organization does not exist within your CoC's geographic area.

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with Planning or Operations of Projects
1.	Funding Collaboratives	Yes
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Nonexistent
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes
12.	Organizations led by and serving LGBTQ+ persons	Yes
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	Yes
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	Yes
	Other:(limit 50 characters)	
18.		

2C-2.	CoC Consultation with ESG Program Recipients. (All Applicants)	
	Special NOFO Section VII.B.3.b.	

	Describe in the field below how your CoC:
1.	consulted with ESG Program recipients in planning and allocating ESG funds;
2.	participated in evaluating and reporting performance of ESG Program recipients and subrecipients;
3.	provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area; and
4.	provided information to Consolidated Plan Jurisdictions to address homelessness within your CoC's geographic area so it could be addressed in Consolidated Plan update.

(limit 2,500 characters)

1. The Loudoun County CoC met with ESG Program recipients monthly to confirm that funding was utilized to meet the needs of the most vulnerable and at-risk individuals during the pandemic. ESG recipients used PPE, sanitization, and off-site hotel rooms to maintain the CDC guidelines for social distancing within homeless shelters.
2. The CoC partnered with the Department of Family Services (DFS) to evaluate and report the use of ESG funds provided to the homeless shelter provider and hosted monthly check-in meetings to check on project status, expenditures, and additional support needed. DFS required the homeless shelter provider to report the number, age, and justification for placement in the non-congregate shelter setting (hotel). DFS also required the shelter provider to submit a Homeless Certification Form and the basic Habitability List to the CoC monthly. DFS also required the shelter provider to supply detailed receipts for the non-congregate shelter setting, including the names and ages of the individuals. This information was matched with the report provided by the shelter provider to confirm the information was correct.
3. The CoC provided Point-in-Time (PIT) Count data to the Loudoun County Department of Housing and Community Development (DHCD) for the Consolidated Plan for the geographic area of Loudoun County, Virginia. The CoC provided the PIT and housing inventory count (HIC) data through meetings with staff, email communications and provided the regional Metropolitan Washington Council of Governments (MWCOC) reports on the status of homelessness both in Loudoun County and across the Northern Virginia region.
4. The Loudoun County DHCD and homeless services providers were provided data by the CoC in both verbal and written formats on access to housing and homeless services, types of housing needed, the increase in housing costs, the lack of affordable housing for households exiting homelessness and other critical issues related to preventing and ending homelessness in Loudoun County. This information was used to update the Consolidated Plan. DHCD is the lead agency responsible for developing and revising the Consolidated Plan, Community Development Block Grant (CDBG) Program, and Housing Trust Fund, which allocates funds to developers and nonprofit organizations in the local jurisdictions that serve Loudoun County residents.

2C-3.	Discharge Planning Coordination. (All Applicants)
	Special NOFO Section VII.B.3.c.

Select yes or no in the chart below to indicate whether your CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.		
1.	Foster Care	Yes
2.	Health Care	Yes
3.	Mental Health Care	Yes
4.	Correctional Facilities	Yes

2C-4.	CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts. (All Applicants)
	Special NOFO Section VII.B.3.d.

Select yes or no in the chart below to indicate the entities your CoC collaborates with:		
1.	Youth Education Provider	Yes
2.	State Education Agency (SEA)	No
3.	Local Education Agency (LEA)	No
4.	School Districts	Yes

2C-4a.	CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts–Formal Partnerships. (All Applicants)
	Special NOFO Section VII.B.3.d.

Describe in the field below:	
1.	how your CoC collaborates with the entities checked in Question 2C-4; and
2.	the formal partnerships your CoC has with the entities checked in Question 2C-4.

(limit 2,500 characters)

1. The Loudoun County CoC collaborates with youth education providers through the Coordinated Entry program through intentional support, engagement, and case conferencing meetings based on the needs of each child in the household. The CoC works closely with the youth services organization, Mobile Hope, to provide supportive services and homeless assistance to homeless youth. The CoC collaborates with Loudoun Youth, Inc., providing teens with leadership and communication skills. The Loudoun County CoC collaborates with Loudoun County Public Schools (LCPS) by engaging with Parent Liaisons at the school level to assist the parent or guardian of a homeless child or youth, and any unaccompanied youth, with connecting with homeless services and wrap-around services such as accessing public benefits. The Loudoun County CoC also partners with the McKinney-Vento Homeless Liaisons Office which assists families with school-aged children who are homeless (including domestic violence shelters) or in danger of homelessness by providing transportation services to and from school.
2. Although the CoC and the school district partnership is not currently formalized, collaboration occurs at the program and client levels to provide comprehensive services related to children and youth and coordination of education and homeless services. The Loudoun County CoC works closely with the local school district's parent liaisons and the school's McKinney-Vento Specialists, who also serve on the CoC General Membership.

2C-4b.	CoC Collaboration Related to Children and Youth—Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services. (All Applicants)	
	Special NOFO Section VII.B.3.d.	

Describe in the field below written policies and procedures your CoC adopted to inform individuals and families who become homeless of their eligibility for educational services

(limit 2,500 characters)

Although no formal policy or procedure exists, the Coordinated Entry program connects individuals with school-aged children who are experiencing homelessness to the McKinney-Vento program at their assigned school. The Loudoun County CoC partners with the Department of Family Services (DFS) Child Care Subsidy Program. This program works to provide subsidized childcare funding to families who apply and qualify for ongoing childcare in an effort to be able to afford high quality childcare services in Loudoun County. The Child Care Subsidy Program partners with local childcare providers who work with eligible families. The Child Care Subsidy Program has policies in place that prioritizes childcare service for families who identify as homeless, quickly approving them for subsidized funds to access childcare services in the community. Loudoun County CoC also partners with a local non-profit, Northern Virginia Family Services (NVFS), who operates the Early Head Start program in Loudoun County. NVFS also partners with the DFS Child Care Subsidy Program to provide high quality childcare services to eligible families.

2C-5.	Mainstream Resources—CoC Training of Project Staff. (All Applicants)	
	Special NOFO Section VII.B.3.e.	

Indicate in the chart below whether your CoC trains project staff annually on the following mainstream resources available for program participants within your CoC's geographic area:

	Mainstream Resource	CoC Provides Annual Training?
1.	Food Stamps	Yes
2.	SSI—Supplemental Security Income	Yes
3.	TANF—Temporary Assistance for Needy Families	Yes
4.	Substance Abuse Programs	Yes
5.	Employment Assistance Programs	Yes
6.	Other	

You must select a response for elements 1 through 6 in question 2C-5.

2C-5a.	Mainstream Resources—CoC Collaboration with Project Staff Regarding Healthcare Organizations. (All Applicants)	
	Special NOFO Section VII.B.3.e.	

Describe in the field below how your CoC:

1.	systemically provides up-to-date information on mainstream resources available for program participants (e.g., Food Stamps, SSI, TANF, substance abuse programs) within your CoC's geographic area;
2.	works with project staff to collaborate with healthcare organizations to assist program participants with enrolling in health insurance;
3.	provides assistance to project staff with the effective use of Medicaid and other benefits; and
4.	works with projects to promote SOAR certification of program staff.

(limit 2,500 characters)

- 1.The Loudoun County CoC coordinates with the Commonwealth's public benefits program and provides up-to-date information on mainstream resources via email communication, and verbal announcement during CoC and other community coalition meetings, such as the Loudoun Human Service Network. The CoC provides CoC projects with information about the available mainstream resources and eligibility updates as the information from various programs such as SNAP, TANF, or Medicaid. In addition, the Department of Family Services Public Benefits Outreach Specialist participates in local events and performs direct outreach to hard-to-reach populations.
- 2.The Loudoun County CoC partners with Healthworks of Northern Virginia and Loudoun Free Clinic to serve individuals who are uninsured or underinsured. The staff at these organizations assist individuals with applying for Medicaid. Project partners and case managers are also trained to connect participants with Information & Referral/CE staff who provide information on how to apply for Medicaid via website, telephone or in person at any social services office.
- 3.The Loudoun County CoC instructs project providers to connect participants to State Medicaid and other public benefits, such as Child Care Assistance, SNAP (food stamps), Temporary Assistance for Needy Families (TANF), etc. via online portal, www.commonhelp.virginia.gov or telephone application, which are both available in any language. Some project providers, such as Emergency Shelter, provide participants with computer and telephone access for applying. Considering the many changes and eligibility requirements, project staff are encouraged to connect participants to trained benefit workers who have an in-depth understanding of the programs. If required, a benefits specialist will assist the individual in filling out a paper application in person at either of the two social services offices within the county.
4. Individuals and families experiencing homelessness who qualify for Medicaid are provided assistance for the effective use and expedition of their Medicaid benefits by working with an SOAR trained clinician in the Project for PATH program. The Loudoun County CoC encourages its member organizations to partner with local government agencies (e.g., Health Department) and healthcare providers such as HealthWorks of Northern Virginia and the Loudoun Free Clinic to facilitate the interaction between the individual and the organizations providing mainstream benefits.

3A. New Projects With Rehabilitation/New Construction Costs

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3A-1.	Rehabilitation/New Construction Costs—New Projects. (Rural Set Aside Only).	
	Special NOFO Section VII.A.	
If the answer to the question below is yes, you must upload the CoC Letter Supporting Capital Costs attachment to the 4A. Attachments Screen.		
Is your CoC requesting funding for any new project(s) under the Rural Set Aside for housing rehabilitation or new construction costs?		No

3B. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3B-1.	Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	
	Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?	No

3B-2.	Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	
	You must upload the Project List for Other Federal Statutes attachment to the 4A. Attachments Screen.	
	If you answered yes to question 3B-1, describe in the field below:	
1.	how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and	
2.	how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act.	

(limit 2,500 characters)

4A. Attachments Screen For All Application Questions

Please read the following guidance to help you successfully upload attachments and get maximum points:			
1. You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete.			
2. You must upload an attachment for each document listed where 'Required?' is 'Yes'			
3. We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images and reduces file size. Many systems allow you to create PDF files as a Print Option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube.			
4. Attachments must match the questions they are associated with.			
5. Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process.			
6. If you cannot read the attachment, it is likely we cannot read it either. - We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time). - We must be able to read everything you want us to consider in any attachment.			
7. Open attachments once uploaded to ensure they are the correct attachment for the required Document Type.			
Document Type	Required?	Document Description	Date Attached
1B-1. Local Competition Announcement	Yes	Local Competition...	10/19/2022
1B-2. Local Competition Scoring Tool	Yes	Local Competition...	10/19/2022
1B-3. Notification of Projects Rejected-Reduced	Yes	Notification of P...	10/20/2022
1B-3a. Notification of Projects Accepted	Yes	Notification of P...	10/20/2022
1B-4. Special NOFO CoC Consolidated Application	Yes	Special NOFO CoC ...	10/19/2022
3A-1. CoC Letter Supporting Capital Costs	No		
3B-2. Project List for Other Federal Statutes	No		
P-1. Leveraging Housing Commitment	No	Leveraging Housin...	10/19/2022
P-1a. PHA Commitment	No	PHA Commitment	10/18/2022
P-3. Healthcare Leveraging Commitment	No	Healthcare Levera...	10/18/2022
P-9c. Lived Experience Support Letter	No		
Plan. CoC Plan	Yes	CoC Plan	10/19/2022

Attachment Details

Document Description: Local Competition Announcement

Attachment Details

Document Description: Local Competition Scoring Tool

Attachment Details

Document Description: Notification of Projects Rejected-Reduced

Attachment Details

Document Description: Notification of Projects Accepted

Attachment Details

Document Description: Special NOFO CoC Consolidated Application

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description: Leveraging Housing Commitment

Attachment Details

Document Description: PHA Commitment

Attachment Details

Document Description: Healthcare Leveraging Commitment

Attachment Details

Document Description:

Attachment Details

Document Description: CoC Plan

Submission Summary

Ensure that the Special NOFO Project Priority List is complete prior to submitting.

Page	Last Updated
1A. CoC Identification	10/18/2022
1B. Project Review, Ranking and Selection	10/18/2022
2A. System Performance	10/18/2022
2B. Coordination and Engagement	10/18/2022
2C. Coordination and Engagement–Con't.	10/18/2022
3A. New Projects With Rehab/New Construction	No Input Required
3B. Homelessness by Other Federal Statutes	10/18/2022
4A. Attachments Screen	10/20/2022
Submission Summary	No Input Required

CoC Local Application Review Instructions for the Special NOFO for Addressing Unsheltered and Rural Homelessness

General overview: Funding requests for this program must meet the following criteria:

- Project applicants are required to have a Unique Entity Identifier (UEI) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM).
- Applicants must be a current member of the Loudon Continuum of Care group.
- Only new projects may be submitted. New projects must select Unsheltered Set Aside or Rural Set Aside as their funding opportunity.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in [e-snaps](#).

Scoring Instructions

Background: The local application is part of the overall NOFO for Addressing Unsheltered and Rural Homelessness offered by HUD. Requirements from HUD include reviewing local applications for objective criteria such as cost effectiveness, timely draws, utilization rate, match, leverage, performance data, type of population served, or type of housing proposed. Applications must also be reviewed for systems performance including exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness.

Considerations when scoring

When reviewing the application, consider whether the applicant has successfully conveyed their program and request across all criteria. Some questions and statements for the criteria are below. Please review them prior to reviewing each section of the application.

Criteria A: Experience of Applicant: Has the applicant administered similar permanent support housing programs before? Does the organization utilize their operating budget or other grant funding to support their mission? Is there significant internal structure and capacity to deliver the program to completion? If the applicant does not score full points, note where there is a significant lack of detail for any of these components.

Criteria B: Program Description: The applicant's program description should cover the entire scope of their program and address the application's objective criteria such as clearly defining the population to be served, addressing barriers that may be faced, data collection and reporting. If the applicant does not score full points, note where there is a significant lack of detail for any of these components.

Criteria C: Supportive Services: The applicant should outline their plan to provide supportive services to participants, including mainstream mental and physical health services, social services, and employment services. How these referrals are made and how the program follows up with participants should also be critiqued. If the applicant does not score full points, note where there is a significant lack of detail for any of these components.

Criteria D: Budget: The budget should comprehensively reflect the goals of the program. Expenses should be tied back to specific aspects of the program, without waste. The finances of the program should be justified and specific to carrying out the program.

Criteria E: Program Justification: Does the application show that the proposed program is needed in the community? The application should show that the project is reasonable, timely, and necessary.

Complete your review of each application by saving your entry to the K drive at K:\CoC Sub Application Reviews. For questions, please contact Darrell Simpson at Darrell.simpson@loudoun.gov

REVIEW FORM

Reviewer Name: Click here to enter text.

Applicant Name: Click here to enter text.

The CoC Program Supplemental Funding Opportunity to Address Unsheltered and Rural Homelessness from HUD grant provides new funds to serve highly vulnerable individuals and families with histories of unsheltered homelessness. The awarded organization agrees to accept referrals through the Coordinated Entry System and to provide services to quickly rehouse homeless individuals, families, persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking, and youth while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness. The Loudoun County CoC will be submitting a Consolidated Application and encourages nonprofit organizations serving Loudoun County residents to consider being part of this application.

Scoring Criteria: The criteria below give question-specific guidance for scoring, but in general, the scores should align as follows:

4 = Excellent. *Response demonstrates a very good fit with the objectives of the question. There may be strengths and weaknesses, however strengths greatly outweigh the weaknesses.*

3 = Acceptable. *Response demonstrates a fair fit with the objectives of the question. Weaknesses are present but can be corrected.*

2= Marginal. *Response does not provide enough information to fully determine fit with the objectives of the question; or information provided is weak and not reliable. Weaknesses could be corrected with some effort.*

1= Unacceptable. *Response fails to demonstrate a fit with the objectives of the question or is generally deemed unresponsive to the question. The response has one or more significant weaknesses that outweigh the strengths. Weaknesses will be very difficult to correct or are not correctable.*

0= Complete miss. *Response is incomplete or not answered.*

Section III

Which program is the organization applying for? (More than one choice possible)

☐ **Unsheltered Homelessness Set Aside**

☐ **Rural Set Aside**

Program Name: Click or tap here to enter text.

Are there subrecipients as part of this application?

Yes ☐ No ☐

What is the requested grant amount?

Click or tap here to enter text.

Scoring Criteria

A. Experience of Applicant

A.1 Describe your organization's (and subrecipient(s) if applicable) experience in effectively utilizing federal funds and performing the activities proposed in the application.

Score	Criteria
4	The applicant outlines their history and experience in providing solutions to homelessness in the community through federal funding, with examples of prior funded projects and an extensive knowledge of leveraging grant funding. The applicant also accurately describes the organization's financial management structure.
3	The applicant demonstrates a history of homeless solution service provision, pointing to prior funding projects. Details on collaborative relationships or internal structure are lacking.
2	The applicant has little history of federal, state, or local funding relationships. If prior funding history exists, it is unrelated to providing homelessness solutions. Internal finance structure is ambiguous or ill-defined
1	The applicant does not demonstrate a history of grant administration or the financial management resources necessary to reliably operate a federally funded program.
0	The applicant does not answer the question

Score: Choose an item.

Reviewer Response: Click here to enter text.

A.2 Describe your organization's (and subrecipient(s) if applicable) experience in leveraging Federal, State, local and private sector funds.

Score	Criteria
2	Organizational experience is laid out clearly and concisely, tying to historical funding and partnerships within the community
1	The organization describes its history, but has little supporting evidence or detail to define leveraging of funds for programmatic purposes
0	The organization has no history of using outside funding for program facilitation, or does not answer the question

Score: Choose an item.

Reviewer Response: [Click here to enter text.](#)

A.3 Describe your organization's (and subrecipient(s) if applicable) financial management structure.

Score	Criteria
2	A clear picture of the organization's financial structure and management practices is presented, following sound fiscal principles
1	The organization outlines its financial management structure, but is vague or missing detail on standard practices
0	The organization does not present evidence of sound financial management structure, or does not answer the question

Score: Choose an item.

Reviewer Response: [Click here to enter text.](#)

Section A Total Score: Choose an item.

B. Project Description

B.1 Does the application describe the full scope of the proposed project in detail, including consistency with the larger Continuum of Care NOFO, and measurable milestones?

Score	Criteria
4	The applicant provides a clear and comprehensive description of their proposed project, including scope from initiation to completion, and significant measurable detail on goals and milestones for success.
3	The applicant provides a detailed description of project. The description is lacking certain elements of scope or measurement strategies.
2	The applicant lacks depth and detail on program description. There are important but correctable omissions in services provided.
1	The applicant does not provide a thorough program description. Several elements of service provision are missing or incomplete.
0	The applicant does not answer this question

Score: Choose an item.

Reviewer Response/Comments: [Click here to enter text.](#)

B.2 Describe how the proposed project is consistent with the plan described by the CoC in response to Section VII.B.4 of this NOFA?

Score	Criteria
2	Answer ties directly to Section VII.B.4 of the NOFA, addressing Loudoun County's Continuum of Care and its goal to achieve community-wide goals of services to those experiencing homelessness

2022 CoC Homeless and Special Needs Local Application Scoring Matrix and Instructions
Department of Family Services

1	Question is answered, but without direct ties to the goals of the CoC
0	Organization does not answer the question

Score: Choose an item.

Reviewer Response: [Click here to enter text.](#)

B.3 For each primary project location, or structure, enter the number of days from the execution of the grant agreement that each of the following milestones will occur if this project is selected for conditional award.

Score	Criteria
2	Organization completes this section with milestone dates for each project location. Dates are reasonable given the experience and planning of the organization.
1	The organization completes this section, but with missing or incomplete data, or dates are not reasonable.
0	The organization does not answer the question

Score: Choose an item.

Reviewer Response/Comments: [Click here to enter text.](#)

Section B Total Score: Choose an item.

C. Supportive Services for Participants

C.1: Does the application describe in detail how program participants will be assisted to obtain and remain in permanent housing.

Score	Criteria
4	The applicant provides significant detail on supportive services available to program participants and how they would be able to access these services. Application also includes information on collaborative referrals with mainstream health, social services, and employment services
3	The applicant addresses the question of supportive services but is not comprehensive in their answer.
2	The applicant lacks detail on supportive services. There are gaps in how participants would gain access to these services.
1	The applicant does not provide options for supportive services for participants or how they would facilitate access to them.
0	Applicant does not answer this question

Score: Choose an item.

Reviewer Response: [Click here to enter text.](#)

C.2: Describe the specific plan to coordinate and integrate with other mainstream health, social services, and employment programs for which program participants may be eligible. Supportive services should be outlined in question 3 of Section 4 of the application.

Score	Criteria
2	Applicant provides a comprehensive coordination plan, outlining community service providers and their commitment to the program
1	Applicant completes this section, but coordination plan is incomplete, vague, or doesn't include buy-in from community partners
0	Applicant does not answer the question

Score: Choose an item.

Reviewer Response/Comments: [Click here to enter text.](#)

C.3 Does the applicant list intended housing sites for their proposed program? Is the housing type and detail included?

Score	Criteria
1	Applicant completes this section in its entirety
0	Applicant does not complete this section or omits information

Score: Choose an item.

Reviewer Response/Comments: [Click here to enter text.](#)

Section C Total Score: Choose an item.

D. Budget

Does the attached budget accurately reflect the program outlined? Are budget expenses reasonable to attain program goals?

Score	Criteria
4	The budget describes how the program serves the affected population and subpopulation. The budget is appropriate for the populations being served with a strong connection to the program description and supportive services outlined. The applicant has access to additional funding to support program goals.
3	The budget reflects the outlined program, but with less specificity. There are correctable gaps in how the budget connects to the populations being served. The applicant has some access to other funding to support this program.
2	The budget is ambiguous, with expenses not directly tied to services provided, or information missing. There is little funding available to the applicant to support this program.

-
- | | |
|----------|--|
| 1 | The budget does not tie back to the program described, with significant details missing or incorrect. There is no additional funding available to the organization to support homeless services. |
|----------|--|

0	Applicant does not answer this question
----------	---

Section D Score: Choose an item.

Reviewer Response/Comments: [Click here to enter text.](#)

E. Program Justification

Is the program necessary and reasonable within the CoC scope of services?

The purpose of this Special NOFO to Address Unsheltered and Rural Homelessness (Special NOFO) is to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness and homelessness in rural areas. Through this Special NOFO, HUD will award funding to communities to implement coordinated approaches -- grounded in Housing First and public health principles -- to reduce the prevalence of unsheltered homelessness, and improve services engagement, health outcomes, and housing stability among highly vulnerable unsheltered individuals and families.

Score	Criteria
4	There is strong evidence presented throughout the application that the proposed program aligns with the goals of the funding notice, with emphasis on communities that experience higher levels of unsheltered homeless. The application outlines how the program is based on Housing First and public health principles.
3	Evidence that the program aligns with the outlined goals of the CoC is present, but not clearly defined or missing detail. Connection to Housing First and public health principles is ambiguous or left to interpretation.
2	There is little evidence presented of alignment with CoC goals. Little connection to established to Housing First and public health principles.
1	The application does not align with defined CoC goals. Housing First and public health principles are not present or ignored.

Section E Score: Choose an item.

Reviewer Response/Comments: [Click here to enter text.](#)

Scoring Summary:

Applicant Experience: Click or tap here to enter text. **out of 8 total**

Project Description: Click or tap here to enter text. **out of 8 total**

Supportive Services for Participants: Click or tap here to enter text. **out of 7 total**

Budget: Click or tap here to enter text. **out of 4 total**

Program Justification: Click or tap here to enter text. **out of 4 total**

Total Applicant Score: Click or tap here to enter text. **out of 31 total**

Would you recommend this applicant be included in the consolidated application for Loudoun County?

Yes ☐

No ☐

Yes, with contingencies ☐

Final Reviewer Comments: Click or tap here to enter text.



Loudoun County, Virginia

www.loudoun.gov

Department of Family Services

102 Heritage Way, N.E., Suite 103, PO BOX 7400, Leesburg, VA 20177
(703) 777-0353 • Fax: (703) 777-0109

To Report Child Abuse and Neglect (703) 771-KIDS

September 28, 2022

RE: Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness
FR-6500-N-25S

Only one project application was received, therefore we do not have any projects rejected or reduced.

Loudoun County CoC

Wyss, Corinne

From: Wyss, Corinne
Sent: Wednesday, September 28, 2022 3:00 PM
To: Laura Woody
Cc: Danielle Colon; Joe Meyer
Subject: RE: Unsheltered Nofo

Hello Laura.

The Review and Ranking process has been completed and the project application from Shelter House was accepted conditionally.

The scoring threshold for acceptance is 80% of the total points possible.
Shelter House's application scored at 74%.

The feedback from reviewers which we hope you can address are as follows:

More detail is needed around answers regarding **supportive services**.
More detail is needed around answers regarding **internal controls**.
More detail is needed around answers regarding **partnerships with other agencies**.

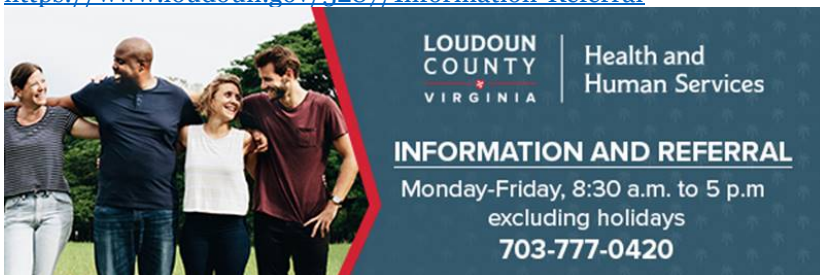
Please update your application answers considering the above recommendations and submit a pdf to me by COB Friday, September 30, 2022.

If you have any questions, please let me know.

Best,

Corinne Wyss
Continuum of Care Coordinator
Loudoun County Department of Family Services
102 Heritage Way NE, Suite 103
PO Box 7400
Leesburg, VA 20177

703.737.8416 Direct
703.777.0420 Information & Referral/Coordinated Entry
<https://www.loudoun.gov/5287/Information-Referral>



From: Laura Woody <laura.woody@shelterhouse.org>
Sent: Monday, August 29, 2022 3:45 PM
To: Wyss, Corinne <Corinne.Wyss@loudoun.gov>
Cc: Danielle Colon <danielle.colon@shelterhouse.org>; Joe Meyer <joe.meyer@shelterhouse.org>
Subject: [EXTERNAL] Unsheltered Nofo

Hello Corinne,

Shelter House has uploaded our project into E-Snaps! We did not press submit and are attaching a PDF for your reference.

Thanks!

Laura

Laura Woody, LCSW
(pronouns: she/her/hers) ([what's this?](#))
Chief Program Officer
Shelter House
P: [703-935-1549](tel:703-935-1549)
F: [703-955-7966](tel:703-955-7966)



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Wyss, Corinne

From: Wyss, Corinne
Sent: Wednesday, October 19, 2022 1:05 PM
To: Danielle Colon; Laura Woody; Joe Meyer
Cc: Watts, Cesar; Coughlin, Francis; Bolden, Deidria
Subject: RE: Unsheltered Nofo

Good afternoon, Dani, Laura and Joe.

I'm sending this message to clarify that Shelter House's project application for the Unsheltered and Rural Homelessness funding was accepted for inclusion with the Loudoun County CoC collaborative application, which is due Oct 20.

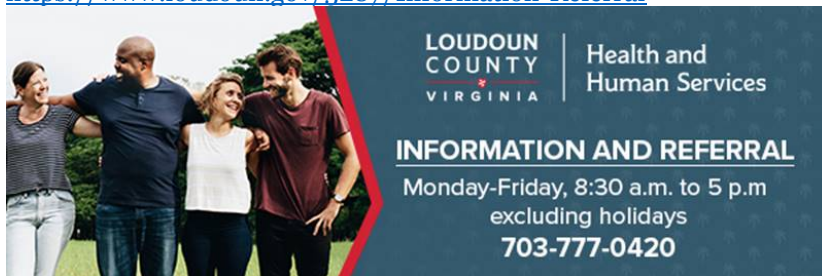
Also, in my original email I stated that Shelter House scored 74%, which was below the 80% threshold. I apologize as this was not correct. The correct score was **84.7%**.

As always, if you have any questions or wish to discuss, I am always available.

Best,

Corinne Wyss
Continuum of Care Coordinator
Loudoun County Department of Family Services
102 Heritage Way NE, Suite 103
PO Box 7400
Leesburg, VA 20177

703.737.8416 Direct
703.777.0420 Information & Referral/Coordinated Entry
<https://www.loudoun.gov/5287/Information-Referral>



From: Danielle Colon <danielle.colon@shelterhouse.org>
Sent: Friday, September 30, 2022 9:30 AM
To: Wyss, Corinne <Corinne.Wyss@loudoun.gov>; Laura Woody <laura.woody@shelterhouse.org>
Cc: Joe Meyer <joe.meyer@shelterhouse.org>
Subject: [EXTERNAL] Re: Unsheltered Nofo

Hi Corinne,

Attached is our revised project application. One thing to note - when revising, we noticed that e-snaps was giving us an error to reduce our Admin line (this error was apparently in the draft we submitted, and we missed it). Based on that, we have reduced as required.

Please let me know if you have any questions!

Dani Colón, MSW

(Pronouns: she/her/hers)
Deputy Executive Director
Shelter House, Inc.
12310 Pinecrest Rd. Suite 304
Reston, VA 20191
www.shelterhouse.org



Providing housing solutions to Fairfax and Loudoun Counties, we envision a community free of homelessness and domestic violence.
Together, we are Changing Lives!



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From: Wyss, Corinne <Corinne.Wyss@loudoun.gov>
Sent: Wednesday, September 28, 2022 2:59 PM
To: Laura Woody <laura.woody@shelterhouse.org>
Cc: Danielle Colon <danielle.colon@shelterhouse.org>; Joe Meyer <joe.meyer@shelterhouse.org>
Subject: RE: Unsheltered Nofo

Hello Laura.

The Review and Ranking process has been completed and the project application from Shelter House was accepted conditionally.

The scoring threshold for acceptance is 80% of the total points possible.
Shelter House's application scored at 74%.

The feedback from reviewers which we hope you can address are as follows:

More detail is needed around answers regarding **supportive services**.
More detail is needed around answers regarding **internal controls**.
More detail is needed around answers regarding **partnerships with other agencies**.

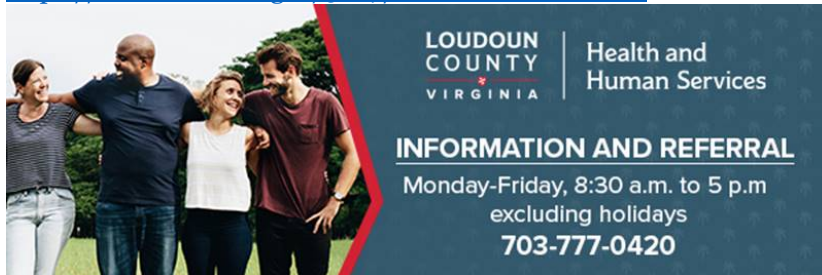
Please update your application answers considering the above recommendations and submit a pdf to me by COB Friday, September 30, 2022.

If you have any questions, please let me know.

Best,

Corinne Wyss
Continuum of Care Coordinator
Loudoun County Department of Family Services
102 Heritage Way NE, Suite 103
PO Box 7400
Leesburg, VA 20177

703.737.8416 Direct
703.777.0420 Information & Referral/Coordinated Entry
<https://www.loudoun.gov/5287/Information-Referral>



From: Laura Woody <laura.woody@shelterhouse.org>
Sent: Monday, August 29, 2022 3:45 PM
To: Wyss, Corinne <Corinne.Wyss@loudoun.gov>
Cc: Danielle Colon <danielle.colon@shelterhouse.org>; Joe Meyer <joe.meyer@shelterhouse.org>
Subject: [EXTERNAL] Unsheltered Nofo

Hello Corinne,

Shelter House has uploaded our project into E-Snaps! We did not press submit and are attaching a PDF for your reference.

Thanks!

Laura

Laura Woody, LCSW
(pronouns: she/her/hers) ([what's this?](#))
Chief Program Officer
Shelter House
P: [703-935-1549](tel:703-935-1549)
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**EXHIBIT A TO SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

Birchwood I

- A. The total number of contract units by number of bedrooms: The PBV HAP Contract with Birchwood I is to provide for six project-based vouchers. The bedroom distribution are as follows:

Unit Type	Total Number of Units	Estimated Household Size	Utility Allowance
1BD/1BA	3	1-2	\$115
2BD/2BA	3	2-4	\$137

- B. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building

Project Name	Unit Type	Street Address	Apt Number	City	State	Zip	Block & Lot # (if known)
Birchwood I	1BD/1BA	42951 Summer Grove Terrace	#304	Ashburn	VA	20148	N/A
Birchwood I	1BD/1BA	42951 Summer Grove Terrace	#206A	Ashburn	VA	20148	N/A
Birchwood I	1BD/1BA	42950 Summer Grove Terrace	#206A	Ashburn	VA	20148	N/A
Birchwood I	2BD/2BA	42951 Summer Grove Terrace	#201A	Ashburn	VA	20148	N/A
Birchwood I	2BD/2BA	42951 Summer Grove Terrace	#301A	Ashburn	VA	20148	N/A
Birchwood I	2BD/2BA	42950 Summer Grove Terrace	#301	Ashburn	VA	20148	N/A

- C. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Location of Contract Unit (Floor)	Area of Contract Unit (Building Number)
42951 Summer Grove Terrace	#304	Ashburn	VA	20148	1	1	Floor 3	Building 1
42951 Summer Grove Terrace	#206A	Ashburn	VA	20148	1	1	Floor 2	Building 1
42950 Summer Grove Terrace	#206A	Ashburn	VA	20148	1	1	Floor 2	Building 3
42951 Summer Grove Terrace	#201A	Ashburn	VA	20148	2	2	Floor 2	Building 1
42951 Summer Grove Terrace	#301A	Ashburn	VA	20148	2	2	Floor 3	Building 1
42950 Summer Grove Terrace	#301	Ashburn	VA	20148	2	2	Floor 3	Building 3

- D. The HAP contract term: 10 years

- E. The number of units in any project that will exceed the 25 percent per-project cap (as described in § 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services): Not applicable

F. The initial rent to owner (for the first 12 months of the HAP contract term).

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Contract Rent	Utility Allowance	Gross Rent
42951 Summer Grove Terrace	#304	Ashburn	VA	20148	1	1	\$1030	\$115	\$1145
42951 Summer Grove Terrace	#206A	Ashburn	VA	20148	1	1	\$1030	\$115	\$1145
42950 Summer Grove Terrace	#206A	Ashburn	VA	20148	1	1	\$1030	\$115	\$1145
42951 Summer Grove Terrace	#201A	Ashburn	VA	20148	2	2	\$1262	\$137	\$1399
42951 Summer Grove Terrace	#301A	Ashburn	VA	20148	2	2	\$1262	\$137	\$1399
42950 Summer Grove Terrace	#301	Ashburn	VA	20148	2	2	\$1262	\$137	\$1399

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing****SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT****EXISTING HOUSING****PART 1 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

1. CONTRACT INFORMATION**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

Loudoun County, Va, Department of Family Services (PHA) and

Birchwood LLC (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY
THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND**

DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:

_____.

- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:

Ten (10) Years _____.
- b. The initial term of the HAP contract may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the

amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of

contract units in front of the applicable form of assistance):

- ☐ Public Housing or Operating Funds;
- ☐ ⁶ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 of the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: ⁶ _____. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 of the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: ⁰ _____. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here ☒ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- Six (6) _____.
- b. Place a check mark here ☐ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- Zero (0) _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA)**Name of PHA (Print)**

Loudoun County, Va, Department of Family Services

By:
Signature of authorized representative

Glenda M. Blake, MSW, MPA, Executive Director

Name and official title (Print)

September 11, 2019

Date**OWNER****Name of Owner (Print)**

Birchwood LLC

By:
Signature of authorized representative**Name and official title (Print)****Date**

**EXHIBIT A TO SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

Birchwood II

- A. The total number of contract units by number of bedrooms: The PBV HAP Contract with Birchwood II is to provide for three project-based vouchers. The bedroom distribution are as follows:

Unit Type	Total Number of Units	Estimated Household Size	Utility Allowance
1BD/1BA	2	1-2	\$115
2BD/2BA	1	2-4	\$137

- B. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building

Project Name	Unit Type	Street Address	Apt Number	City	State	Zip	Block & Lot # (if known)
Birchwood II	1BD/1BA	42955 Adagio Ashwood Drive	#203	Ashburn	VA	20148	N/A
Birchwood II	1BD/1BA	42955 Adagio Ashwood Drive	#206A	Ashburn	VA	20148	N/A
Birchwood II	2BD/2BA	42955 Adagio Ashwood Drive	#301A	Ashburn	VA	20148	N/A

- C. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Location of Contract Unit (Floor)	Area of Contract Unit (Building Number)
42955 Adagio Ashwood Drive	#203	Ashburn	VA	20148	1	1	Floor 2	Building 2
42955 Adagio Ashwood Drive	#206A	Ashburn	VA	20148	1	1	Floor 2	Building 2
42955 Adagio Ashwood Drive	#301A	Ashburn	VA	20148	2	2	Floor 3	Building 2

- D. The HAP contract term: 10 years

- E. The number of units in any project that will exceed the 25 percent per-project cap (as described in § 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services): Not applicable

F. The initial rent to owner (for the first 12 months of the HAP contract term).

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Contract Rent	Utility Allowance	Gross Rent
42955 Adagio Ashwood Drive	#203	Ashburn	VA	20148	1	1	\$1030	\$115	\$1145
42955 Adagio Ashwood Drive	#206A	Ashburn	VA	20148	1	1	\$1030	\$115	\$1145
42955 Adagio Ashwood Drive	#301A	Ashburn	VA	20148	2	2	\$1262	\$137	\$1399

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Loudoun County, Va, Department of Family Services (PHA) and
Birchwood II LLC (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY
THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND**

DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER**
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS**
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973**

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:

_____.

- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:
- Ten (10) Years.
- b. The initial term of the HAP contract may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the

amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of

contract units in front of the applicable form of assistance):

- ☐ Public Housing or Operating Funds;
- ☒ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: 3. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: 0. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here ☒ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- Three (3) _____.
- b. Place a check mark here ☐ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- Zero (0) _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Loudoun County, Va, Department of Family Services

By:

Glenda M. Blake

Signature of authorized representative

Glenda M. Blake, MSW, MPA, Executive Director

Name and official title (Print)

September 11, 2019

Date

OWNER

Name of Owner (Print)

Birchwood II LLC

By:

[Signature]

Signature of authorized representative

Name and official title (Print)

Date

**EXHIBIT A TO SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

ASHBURN CHASE

- A. The total number of contract units by number of bedrooms: The PBV HAP Contract with Ashburn Chase is to provide for ten project-based vouchers. The bedroom distribution are as follows:

Unit Type	Total Number of Units	Estimated Household Size	Utility Allowance
1BD/1BA	2	1-2	\$107
2BD/2BA	6	2-4	\$130
3BD/3BA	2	3-6	\$154

- B. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building

Project Name	Unit Type	Street Address	Apt Number	City	State	Zip	Block and Lot # (if known)
Ashburn Chase	1BD/1BA	19761 Ashburn Road	#208	Ashburn	VA	20147	N/A
Ashburn Chase	1BD/1BA	19761 Ashburn Road	#408	Ashburn	VA	20147	N/A
Ashburn Chase	2BD/2BA	19761 Ashburn Road	#103	Ashburn	VA	20147	N/A
Ashburn Chase	2BD/2BA	19761 Ashburn Road	#201	Ashburn	VA	20147	N/A
Ashburn Chase	2BD/2BA	19761 Ashburn Road	#203	Ashburn	VA	20147	N/A
Ashburn Chase	2BD/2BA	19761 Ashburn Road	#301	Ashburn	VA	20147	N/A
Ashburn Chase	2BD/2BA	19761 Ashburn Road	#303	Ashburn	VA	20147	N/A
Ashburn Chase	2BD/2BA	19761 Ashburn Road	#410	Ashburn	VA	20147	N/A
Ashburn Chase	3BD/3BA	19761 Ashburn Road	#100	Ashburn	VA	20147	N/A
Ashburn Chase	3BD/3BA	19761 Ashburn Road	#200	Ashburn	VA	20147	N/A

- C. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Location of Contract Unit (Floor)	Area of Contract Unit (Building Number)
19761 Ashburn Road	#208	Ashburn	VA	20147	1	1	Floor 2	Building 1
19761 Ashburn Road	#408	Ashburn	VA	20147	1	1	Floor 4	Building 1
19761 Ashburn Road	#103	Ashburn	VA	20147	2	2	Floor 1	Building 1
19761 Ashburn Road	#201	Ashburn	VA	20147	2	2	Floor 2	Building 1
19761 Ashburn Road	#203	Ashburn	VA	20147	2	2	Floor 2	Building 1
19761 Ashburn Road	#301	Ashburn	VA	20147	2	2	Floor 3	Building 1
19761 Ashburn Road	#303	Ashburn	VA	20147	2	2	Floor 3	Building 1
19761 Ashburn Road	#410	Ashburn	VA	20147	2	2	Floor 4	Building 1
19761 Ashburn Road	#100	Ashburn	VA	20147	1	1	Floor 1	Building 1
19761 Ashburn Road	#200	Ashburn	VA	20147	1	1	Floor 2	Building 1

- D. The HAP contract term: 10 years

- E. The number of units in any project that will exceed the 25 percent per-project cap (as described in § 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services): Not applicable

F. The initial rent to owner (for the first 12 months of the HAP contract term).

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Contract Rent	Utility Allowance	Gross Rent
19761 Ashburn Road	#208	Ashburn	VA	20147	1	1	\$1553	\$107	1660
19761 Ashburn Road	#408	Ashburn	VA	20147	1	1	\$1553	\$107	1660
19761 Ashburn Road	#103	Ashburn	VA	20147	2	2	\$1780	\$130	1910
19761 Ashburn Road	#201	Ashburn	VA	20147	2	2	\$1780	\$130	1910
19761 Ashburn Road	#203	Ashburn	VA	20147	2	2	\$1780	\$130	1910
19761 Ashburn Road	#301	Ashburn	VA	20147	2	2	\$1780	\$130	1910
19761 Ashburn Road	#303	Ashburn	VA	20147	2	2	\$1780	\$130	1910
19761 Ashburn Road	#410	Ashburn	VA	20147	2	2	\$1780	\$130	1910
19761 Ashburn Road	#100	Ashburn	VA	20147	1	1	\$2356	\$154	2510
19761 Ashburn Road	#200	Ashburn	VA	20147	1	1	\$2356	\$154	2510

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Loudoun County Office of Housing (PHA) and

Levis Hill House Limited Partnership, WHF-I, Inc. General Partner (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY
THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND**

DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR
983.203 for required items.)

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE
PROVIDED BY THE OWNER WITHOUT CHARGES IN
ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS,
INCLUDING A LISTING OF UTILITY SERVICES TO BE
PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION
TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE
TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM
ACCESSIBILITY FEATURES OF SECTION 504 OF THE
REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:
07/08/2021.
- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:
12/21/2016 - 12/31/2027.
- b. The initial term of the HAP contract may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the

amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of

contract units in front of the applicable form of assistance):

- ☐ Public Housing or Operating Funds;
- ☐ ⁵ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: ⁵ _____. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: ⁰ _____. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here ☒ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- 5 units _____
- b. Place a check mark here ☒ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- 5 units _____
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Loudoun County Office of Housing

By: 

Signature of authorized representative

Sarah Coyle Etro, PHA Executive Director

Name and official title (Print)

7/8/2021

Date

OWNER

Name of Owner (Print)

Levis Hill House Limited Partnership, WHF-I, Inc. General Partner

By: 

Signature of authorized representative

Robert B. Dale, III, President, WHF-I, Inc.

Name and official title (Print)

7/8/2021

Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

(f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☐ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted

Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under the HAP contract, HUD may assume the PHA’s rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in

the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS
REQUIRED BY HUD OR PHA**

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or

any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any 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 the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the owner is required to give any notice to the PHA pursuant to the

HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**MOVING TO WORK (MTW) RIDER TO THE HOUSING ASSISTANCE PAYMENT (HAP)
CONTRACT FOR THE SECTION 8 TENANT-BASED ASSISTANCE HOUSING CHOICE VOUCHER
PROGRAM (HCV) AND/OR THE SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM**

Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant regulatory requirements, and applicable Public and Indian Housing Notices. Where any particular provisions of this HAP Contract differ from or conflict with the MTW activities included in the PHA's approved MTW Supplement to its PHA Plan, the provisions of the MTW Operations Notice and the approved MTW Supplement to the PHA Plan shall supersede any conflicting or differing HAP Contract language. Further, the MTW Activity authorized by the MTW Operations Notice shall govern the PHA's administration of the program notwithstanding a conflicting or differing provision of the HAP Contract. This rider shall be in effect for the term of the HAP Contract or the term of the PHA's participation in the MTW demonstration, whichever ends sooner.

**EXHIBIT A TO SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

LEVIS HILL HOUSE

- A. The total number of contract units by number of bedrooms: The PBV HAP Contract with Levis Hill House is to provide for five project-based vouchers. The bedroom distribution are as follows:

Unit Type	Total Number of Units	Estimated Household Size	Utility Allowance
1BD/1BA	3	1-3	\$72
2BD/2BA	2	2-5	\$89

- B. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building

Project Name	Unit Type	Street Address	Apt Number	City	State	Zip	Block and Lot # (if known)
Levis Hill House	1BD/1BA	1000 W. Washington Street	#103	Middleburg	VA	20117	N/A
Levis Hill House	1BD/1BA	1000 W. Washington Street	#202	Middleburg	VA	20117	N/A
Levis Hill House	1BD/1BA	1000 W. Washington Street	#206	Middleburg	VA	20117	N/A
Levis Hill House	2BD/2BA	1000 W. Washington Street	#208	Middleburg	VA	20117	N/A
Levis Hill House	2BD/2BA	1000 W. Washington Street	#B-1	Middleburg	VA	20117	N/A

- C. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Location of Contract Unit (Floor)	Area of Contract Unit (Building Number)
1000 W. Washington Street	#103	Middleburg	VA	20117	1	1	Floor 1	Building 1 (Main)
1000 W. Washington Street	#202	Middleburg	VA	20117	1	1	Floor 2	Building 1 (Main)
1000 W. Washington Street	#206	Middleburg	VA	20117	1	1	Floor 2	Building 1 (Main)
1000 W. Washington Street	#208	Middleburg	VA	20117	2	2	Floor 2	Building 1 (Main)
1000 W. Washington Street	#B-1	Middleburg	VA	20117	2	2	Basement	Building 1 (Main)

- D. The HAP contract term: 10 years

- E. The number of units in any project that will exceed the 25 percent per-project cap (as described in § 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services): Not applicable

F. The initial rent to owner (for the first 12 months of the HAP contract term).

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Contract Rent	Utility Allowance	Gross Rent
1000 W. Washington Street	#103	Middleburg	VA	20117	1	1	\$680	\$72	\$752
1000 W. Washington Street	#202	Middleburg	VA	20117	1	1	\$680	\$72	\$752
1000 W. Washington Street	#206	Middleburg	VA	20117	1	1	\$680	\$72	\$752
1000 W. Washington Street	#208	Middleburg	VA	20117	2	2	\$1010	\$89	\$1099
1000 W. Washington Street	#B-1	Middleburg	VA	20117	2	2	\$1005	\$89	\$1094

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

_____ (PHA) and
_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY
THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND

DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:

_____.

- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:

_____.

- b. The initial term of the HAP contract may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the

amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of

contract units in front of the applicable form of assistance):

- ___ Public Housing or Operating Funds;
- ___ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ___ Rent Supplement Program;
- ___ Rental Assistance Program;
- ___ Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: _____. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- ___ Section 236;
- ___ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ___ Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: _____. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here ____ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- _____.
- b. Place a check mark here ____ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

**ADDENDUM TO THE SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT – EXISTING HOUSING**

**FOR PROJECT-BASED CERTIFICATE CONVERSIONS
TO PROJECT-BASED VOUCHERS**

Purpose: This addendum must only be used when an expiring project-based certificate (PBC) HAP contract is renewed or extended (hereinafter, renewed) under the project-based voucher (PBV) program pursuant to section 6904 of the Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007, Pub. L. No. 110-28, as implemented in HUD regulations at 24 CFR §983.10.

Renewal Process: Upon the request of the owner, the PHA may, at its sole discretion, renew an expiring PBC contract under the PBV program for an initial renewal term of not less than one year and not more than twenty years, subject to the availability of sufficient appropriated funding. The PHA must determine, within one year before expiration of the PBC contract, that renewal of the contract under the PBV program is appropriate to continue providing affordable housing for low-income families. The renewal is effectuated by executing this addendum along with the PBV Existing Housing HAP Contract.

HUD Requirements: The owner must comply with all HUD requirements, as stated in the PBV Existing Housing HAP Contract. This addendum must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including any amendments or changes in HUD requirements.

Renewal Rents: Initial and re-determined rents for a PBC contract renewed under the PBV program shall be established in accordance with HUD requirements, including 24 CFR part 983, subpart G—Rent to Owner.

Provisions Not Applicable to PBC Contracts Renewed Under the PBV Program: The following regulatory provisions do not apply to PBC contracts renewed under the PBV program: 24 CFR §983.51 concerning owner proposal selection procedures, 24 CFR §983.56 concerning income-mixing requirements, and 24 CFR §983.57(b)(1) concerning site selection standards. Additionally, Section 8(o)(13)(C) of the 1937 Act - Consistency with PHA Plans and Other Goals, does not apply to PBC contracts renewed under the PBV program.

EXECUTION OF THE PBC TO PBV ADDENDUM

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

**MOVING TO WORK (MTW) RIDER TO THE HOUSING ASSISTANCE PAYMENT (HAP)
CONTRACT FOR THE SECTION 8 TENANT-BASED ASSISTANCE HOUSING CHOICE VOUCHER
PROGRAM (HCV) AND/OR THE SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM**

Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant regulatory requirements, and applicable Public and Indian Housing Notices. Where any particular provisions of this HAP Contract differ from or conflict with the MTW activities included in the PHA's approved MTW Supplement to its PHA Plan, the provisions of the MTW Operations Notice and the approved MTW Supplement to the PHA Plan shall supersede any conflicting or differing HAP Contract language. Further, the MTW Activity authorized by the MTW Operations Notice shall govern the PHA's administration of the program notwithstanding a conflicting or differing provision of the HAP Contract. This rider shall be in effect for the term of the HAP Contract or the term of the PHA's participation in the MTW demonstration, whichever ends sooner.

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

(f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☐ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted

Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under the HAP contract, HUD may assume the PHA’s rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in

the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or

any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any 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 the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the owner is required to give any notice to the PHA pursuant to the

HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

**MOVING TO WORK (MTW) RIDER TO THE HOUSING ASSISTANCE PAYMENT (HAP)
CONTRACT FOR THE SECTION 8 TENANT-BASED ASSISTANCE HOUSING CHOICE VOUCHER
PROGRAM (HCV) AND/OR THE SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM**

Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant regulatory requirements, and applicable Public and Indian Housing Notices. Where any particular provisions of this HAP Contract differ from or conflict with the MTW activities included in the PHA's approved MTW Supplement to its PHA Plan, the provisions of the MTW Operations Notice and the approved MTW Supplement to the PHA Plan shall supersede any conflicting or differing HAP Contract language. Further, the MTW Activity authorized by the MTW Operations Notice shall govern the PHA's administration of the program notwithstanding a conflicting or differing provision of the HAP Contract. This rider shall be in effect for the term of the HAP Contract or the term of the PHA's participation in the MTW demonstration, whichever ends sooner.

**EXHIBIT A TO SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

SHREVEPORT RIDGE

- A. The total number of contract units by number of bedrooms: The PBV HAP Contract with Shreveport Ridge is to provide for ten project-based vouchers. The bedroom distribution are as follows:

Unit Type	Total Number of Units	Estimated Household Size	Utility Allowance
1BD/1BA	2	1-2	\$104
2BD/2BA	4	2-4	\$144
3BD/3BA	4	3-6	\$169

- B. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building

Project Name	Unit Type	Street Address	Apt Number	City	State	Zip	Block and Lot # (if known)
Shreveport Ridge	1BD/1BA	42526 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	1BD/1BA	42561 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	2BD/2BA	42552 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	2BD/2BA	42567 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	2BD/2BA	42590 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	2BD/2BA	23647 Pennystone Terrace	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	3BD/3BA	23641 Pennystone Terrace	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	3BD/2BA	42520 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	3BD/2BA	42534 Prescott Green Square	N/A	Ashburn	VA	20148	N/A
Shreveport Ridge	3BD/2BA	42585 Prescott Green Square	N/A	Ashburn	VA	20148	N/A

C. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Location of Contract Unit (Floor)	Area of Contract Unit (Building Number)
42526 Prescott Green Square	N/A	Ashburn	VA	20148	1	1	1	VI
42561 Prescott Green Square	N/A	Ashburn	VA	20148	1	1	1	VII
42552 Prescott Green Square	N/A	Ashburn	VA	20148	2	2	1	VII
42567 Prescott Green Square	N/A	Ashburn	VA	20148	2	2	1	VII
42590 Prescott Green Square	N/A	Ashburn	VA	20148	2	2	1	V
23647 Pennystone Terrace	N/A	Ashburn	VA	20148	2	2	1	VIII
23641 Pennystone Terrace	N/A	Ashburn	VA	20148	3	2	1	VIII
42520 Prescott Green Square	N/A	Ashburn	VA	20148	3	2	1	VI
42534 Prescott Green Square	N/A	Ashburn	VA	20148	3	2	1	VI
42585 Prescott Green Square	N/A	Ashburn	VA	20148	3	2	1	V

D. The HAP contract term: 10 years

E. The number of units in any project that will exceed the 25 percent per-project cap (as described in § 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services): Not applicable

F. The initial rent to owner (for the first 12 months of the HAP contract term).

Street Address	Apt #	City	State	Zip	# of BD	# of BA	Contract Rent	Utility Allowance	Gross Rent
42526 Prescott Green Square	N/A	Ashburn	VA	20148	1	1	\$750	\$104	\$854
42561 Prescott Green Square	N/A	Ashburn	VA	20148	1	1	\$750	\$104	\$854
42552 Prescott Green Square	N/A	Ashburn	VA	20148	2	2	\$1000	\$144	\$1144
42567 Prescott Green Square	N/A	Ashburn	VA	20148	2	2	\$1000	\$144	\$1144
42590 Prescott Green Square	N/A	Ashburn	VA	20148	2	2	\$1000	\$144	\$1144
23647 Pennystone Terrace	N/A	Ashburn	VA	20148	2	2	\$1000	\$144	\$1144
23641 Pennystone Terrace	N/A	Ashburn	VA	20148	3	2	\$1025	\$169	\$1194
42520 Prescott Green Square	N/A	Ashburn	VA	20148	3	2	\$1025	\$169	\$1194
42534 Prescott Green Square	N/A	Ashburn	VA	20148	3	2	\$1025	\$169	\$1194
42585 Prescott Green Square	N/A	Ashburn	VA	20148	3	2	\$1025	\$169	\$1194

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Loudoun County Department of Family Services (PHA) and
Shreveport Ridge Apartments (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of HAP contract

1. Effective date

a. The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards.

b. ✓ For all contract units, the effective date of the HAP contract is:
07/11/2017

c. The term of the HAP contract begins on the effective date.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is: 12 months ten (10) years.

b. The initial term of the HAP contract may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract

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at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy

payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.
- 3. **PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other

amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.
5. The following specifies the number of contract units (if any):
 - a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

☒

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families:

10 contract units

☐

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:

☐

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

☐

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services:

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING	
PUBLIC HOUSING AGENCY (PHA)	
Name of PHA (Print)	
Loudoun County Department of Family Services	
By: <i>Antwan Jones, Her Dima Wang</i>	
Signature of authorized representative	
Sarah Etro, Assistant Director, Loudoun County Department of Family Services	
Name and official title (Print)	
7/11/2017	
Date	
Owner	
Name of Owner (Print)	
Shreveport Ridge Apartments	
By: <i>Lynn Chavez</i>	
Signature of authorized representative	
Lynn Chavez Property Manager	
Name and title (Print)	
Date 7/11/2017	

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Loudoun County ("PHA") and
Mt. Sterling Senior 9% Owner LLC ("owner").

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

1.5 Nature of the Work

- ☒ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.
- ☐ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - ☐ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - ☐ An architect's or developer's certification that the housing complies with:
 - ☐ the HQS;
 - ☐ State, local, or other building codes;
 - ☐ Zoning;
 - ☐ The rehabilitation work write-up for rehabilitated housing;

_____ The work description for newly constructed housing; or

_____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. **Completion in Stages:** Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. **Form of Contract:** The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. **Survival of owner Obligations:** Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.
- C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

- A. Selection and Performance of Contractor
1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
 2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.
- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any 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 the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A.** The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B.** The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
 3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
 4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
 5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
 6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
 7. 24 CFR part 8;
 8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrency: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

- ☒ Training, Employment, and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- ☒ Equal Employment Opportunity
Section 2.2 applies only to construction contracts of more than \$10,000.
- ☐ Labor Standards Requirements
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- ☐ Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Loudoun County

By:

Signature of authorized representative

Sarah Coyle Etro, AICP

Name and official title (Print)

PHA Executive Director

~~10/22/2020~~

10/15/2020

Date

OWNER

Name of Owner (Print)

Mt. Sterling Senior 9% Owner LLC

By:

Signature of authorized representative

Name and official title (Print)

Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

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- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

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- ☐ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

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1.8 Work completion

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 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
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 - ☐ An architect's or developer's certification that the housing complies with:
 - ☐ the HQS;
 - ☐ State, local, or other building codes;
 - ☐ Zoning;
 - ☐ The rehabilitation work write-up for rehabilitated housing;

_____ The work description for newly constructed housing; or

_____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials

- 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
- 2. HUD may waive this provision for good cause.

- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any 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 the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A.** The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B.** The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
 3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
 4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
 5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
 6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
 7. 24 CFR part 8;
 8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrence: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

- ☒ Training, Employment, and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- ☒ Equal Employment Opportunity
Section 2.2 applies only to construction contracts of more than \$10,000.
- ☐ Labor Standards Requirements
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- ☐ Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

Loudoun County

By:

Signature of authorized representative

Sarah Coyle Etro, AICP,

Name and official title (Print)

PHA Executive Director

~~10/22/2020~~

10/15/2020

Date

OWNER

Name of Owner (Print)

Mt. Sterling Senior 4% Owner LLC

By:

Signature of authorized representative

Name and official title (Print)

Date



Loudoun County, Virginia

www.loudoun.gov

Department of Family Services

102 Heritage Way, N.E., Suite 103, PO BOX 7400, Leesburg, VA 20177
(703) 777-0353 • Fax: (703) 777-0109

To Report Child Abuse and Neglect (703) 771-KIDS

October 14, 2022

U.S. Department of Housing & Urban Development
Office of Public and Indian Housing
451 7th Street, S.W.,
Washington, DC 20410

RE: Loudoun County, Virginia: Stability Vouchers – CoC Commitment Letter

To Whom it May Concern:

I am writing on behalf of the Loudoun County Continuum of Care (CoC), VA-602, to express commitment to collaborate with the Loudoun County Department of Housing & Community Development (DHCD), VA035, in administering the Stability Vouchers (SVs) described in HUD's PIH Notice 2022-24. The CoC is committed to serving homeless families that meet the eligibility criteria for Stability Vouchers and fully support Loudoun County DHCD's application to receive Stability Vouchers.

The County has over 40 years of experience managing Housing Choice Vouchers and has been designated by the Section 8 Management Assessment Program (SEMAP) as a High Performer. The CoC is committed to entering into a Memorandum of Understanding (MOU) with DHCD, in which we agree to:

1. Refer eligible families to the PHA through Coordinated Entry.
2. Pair CoC-funded supportive services with SVs; and
3. Collaborate with other stakeholders to develop a prioritization plan for SVs.

The Loudoun County CoC currently has an existing referral partnership with LAWS Domestic Violence and Sexual Assault Services, a Victim Service Provider (VSP) and Department of Family Services' Veterans Coordinator, who is a part of the Veteran Service Organization (VSO). Loudoun County is uniquely structured to administer Stability Vouchers because the key stakeholders –the Department of Housing and Community Development and the CoC are both part of the County. The CoC and DHCD are accustomed to working together and have strong relationships and communication channels established.

Since July 2022, the CoC has become aware of more than 70 Stability Voucher-eligible families who are currently homeless, as defined in PIH Notice 2022-24.

We look forward to partnering with DHCD, VA035, in their administration of the Stability Vouchers.

Sincerely,

Governance Board Member VA-602
Loudoun County Continuum of Care
102 Heritage Way NE, Suite 103
PO Box 7400
Leesburg, VA 20177

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE ("Agreement") is effective on the 1st day of July, 2020, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("County"), and **THE CATOCTIN FOUNDATION DBA LOUDOUN FREE CLINIC** ("Contractor") (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Core Healthcare Services in accordance with the following Contract Documents, in order of precedence: this Agreement; the Contractor's proposal dated December 17, 2019 (Exhibit I); the County's Request for Proposal dated November 12, 2019, including all addenda (Exhibit II); and the Contractor's revised Best and Final Offer proposal dated July 22, 2020 (Exhibit III). In the event that Exhibits I, II and III contradict or limit this Agreement, this Agreement shall prevail.

No representations, arrangements, understandings, or other agreements relating to the subject matter exist amongst the parties except as expressed in the Contract Documents.

1.0 SCOPE OF SERVICES

The Contractor shall:

- 1.1 **Free Medical Services:** Provide integrated medical and mental healthcare services, at no charge, to at least 763 uninsured, low-income, adult residents of Loudoun County.
 - A. Provide primary and specialty care services to patients, at no charge.
 - B. Provide access to free laboratory and imaging services.
 - C. Provide free medications.
 - D. Provide free care coordination.
 - E. Provide free case management.
 - F. Provide collaborative care for integrated behavioral health.
 - G. Provide universal substance abuse screening.
- 1.2 Maintain appropriate staffing levels to deliver services above. All staff must have minimum credentials as appropriate for their position.
- 1.3 Provide comprehensive services for individuals who have developmental disabilities.

- 1.4 Accept referrals from local agencies or by word of mouth and advertising.
- 1.5 Maintain a waiting list for services when demand for services exceeds contracted capacity.
- 1.6 Provide referrals to other community service providers.
- 1.7 Account for all expenditures made from the awarded funding. Such accounting shall be on the Expenditure portion of the second quarter report, a form supplied by the County.
- 1.8 Submit quarterly program and expenditure reports outlining the progress of the Contractor in addition to a monthly invoice. The quarterly program reports shall focus on the outcomes and measures as agreed upon by the County and the Contractor and included as part of Attachment 1. The Contractor staff must be available for any County onsite visits as requested.
- 1.9 Meet at least seventy-five percent (75%) of its mid-year targets for each performance measure the Contractor identifies in Attachment 1 by the end of the second quarter. If the targets are not met, or the Contract Administrator has concerns about its performance, a corrective action plan will be issued to the Contractor. This corrective action plan must be completed successfully before the second fund disbursement will be given. A corrective action plan consists of a statement of the issue needing improvement and presents the Contractor's remedy, in writing, within a certain timeframe. After creation of the corrective action plan, the Contract Administrator is responsible for determining when actions have been taken to show improvement, and can then approve the second payment. Failure to meet seventy-five percent (75%) of targeted goals, or goals of corrective action plan, could result in the Contractor's repayment of the awarded funds.
- 1.10 Retain all working papers, records, and reports, at the Contractor's expense, in compliance with the Code of Virginia record retention requirements, unless the Contractor is notified in writing by the County of the need to extend the retention period. The Contractor shall make working papers available, upon request, to the County.
- 1.11 Comply with HIPAA and other mandatory regulations and executed attached Business Associate Agreement (BAA) (Attachment 2). Confidentiality Regulations including Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR.
 - A. Adhere to the attached signed Loudoun County Business Associates Agreement (BAA) (Attachment 2).
- 1.12 Maintain confidentiality on all data collected in administration of this Contract and in accordance with 2.37. Data shall not be released without the prior written permission of the County.

2.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Health Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Health Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from July 1, 2020 through June 30, 2022.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increases after the initial period should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed three (3%) percent.

2.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

2.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.7 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
 - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive

- date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
 4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
 6. The County, its officers and employees shall be endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured

status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

2.11 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.12 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.13 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.14 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

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 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.15 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

2.18 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

2.19 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall account for all expenditures made from the awarded funding. Such accounting shall be on the Expenditure portion of the quarterly report, a form supplied by the County. Contractor shall submit quarterly reports

outlining the progress of the Contractor. The reports shall focus on the outcomes and measures as agreed upon by the County and the Contractor and included as part of Attachment 1: Evaluation Plan. In addition, the Contractor will submit monthly invoices. The Contractor staff must be available for any County onsite visits as requested.

Monthly invoices shall be submitted to:

County of Loudoun, Virginia
Department of Finance and Budget
1 Harrison St. SE
PO Box 7000
Leesburg, VA 20177

Email to: Barbara.lawrence@loudoun.gov

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

2.21 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.22 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.23 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.24 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.25 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.26 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR

The Catoctin Foundation dba
Loudoun Free Clinic
224-A Cornwall Street, N.W.
Leesburg, VA 20176

TO COUNTY ((a) and (b)):

Division of Procurement
1 Harrison Street, S.E., 4th Floor
Leesburg, VA 20177
Attn: Diane C. Smith

TO COUNTY (c) :

Division of Procurement
P.O. Box 7000

Leesburg, VA 20175
Attn: Diane C. Smith

With copy to:
Department of Finance & Budget
P.O. Box 7000
Leesburg, VA 20175
Attn: Grants Coordinator

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

2.28 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.29 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.30 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

2.31 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision.

The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

2.32 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

2.33 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.34 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon

its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.35 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.36 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

2.37 HIPAA

The Contractor hereby certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA] (Public Law 104-191) Privacy Rule and agrees to sign the Business Associate Agreement, Attachment 2. The Contractor agrees that upon termination of this Agreement, it will return or destroy all protected health information (PHI) received from County. If return or destruction is not possible, Contractor will extend the protection of the Agreement to the information and limit further uses and disclosures that make the return or destruction impossible. The Contractor also agrees to use reasonable administrative, technical and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from the County and that it will protect the health information against reasonable anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information. The Contractor shall be obligated by this Agreement to advise the County within forty-eight (48) hours of occurrence of any HIPAA Privacy Rule violations.

In the event the County becomes aware of a HIPAA violation, the County will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state and local authorities.

3.0 COMPENSATION

Please refer to the attached an incorporated Attachment 3 – Pricing Page

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (571) 258-3190
Fax: (703) 771-5097

By: _____

Name: Diane C. Smith

Title: Assistant Purchasing Agent

Date: _____

**THE CATOCTIN FOUNDATION DBA
LOUDOUN FREE CLINIC**

224-A Cornwall Street NW
Leesburg, VA 20176

Phone: (703) 779-5474
Fax: (703) 779-5450

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Theresa J. Fontana
Senior Assistant County Attorney

Attachment 1

Organization Name: Loudoun Free Clinic

Service: Increase patient access to primary and specialty care during evening hours.

<i>Outcome:</i> <i>Patients will not have to miss work to attend a medical appointment.</i>					
<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Targets</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
Reduce appointment wait time for evening appointments to two weeks	EMR Appointment Schedule	50% of patients will get an evening appointment within a two week period	75% of patients will get an evening appointment within a two week period	85% of patients will get an evening appointment within a two week period	90% of patients will get an evening appointment within a two week period

Service: Increase flu immunization program and compliance.

<i>Outcome:</i> <i>At-risk population's overall health is improved.</i>					
<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Target</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
200 patients will receive a flu vaccine	EMR Medical Visit Report	100 patients will have received a flu vaccine	125 patients will have received a flu vaccine	150 patients will have received a flu vaccine	175 patients will have received a flu vaccine

Service: Increase nursing volunteer base

<i>Outcome:</i> Increase clinic operating hours without hiring additional personnel					
<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Target</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
Additional 1.0 (40 hours) Nursing Volunteer FTE to staffing schedule each week	Volunteer Data Base	0.25 FTE (10 hours) Nursing Volunteer to staffing schedule each week	0.50 FTE (20 hours) Nursing Volunteer to staffing schedule each week	0.75 FTE (30 hours) Nursing Volunteer to staffing schedule each week	0.95 FTE (38 hours) Nursing Volunteer to staffing schedule each week

Service: Increase surgical providers who offer charity care.

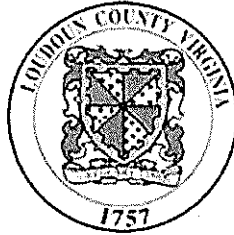
<i>Outcome:</i> Patients will be able to obtain non-emergency charity care surgical services					
<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Target</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
Add four surgeons to LFC's volunteer charity care program	EMR Operative Records	One surgeon has joined LFC's charity care program	Two surgeons have joined LFC's charity care program	Three surgeons have joined LFC's charity care program	Four surgeons have joined LFC's charity care program

Service: Reduce no-shows

<i>Outcome:</i> Decrease no-shows for appointments so more patients receive care in a timely manner					
<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Target</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
Reduce No-show appointments to 7%	EMR Appointment Scheduler	No-show rate will decrease to 15%	No-show rate will decrease to 12%	No-show rate will decrease to 10%	No-show rate will decrease to 7%

If needed, please use this space below to provide further detail or explanation of data sources, objectives, or targets.

Attachment 2



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **1st of July, 2020** by and between the **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as “Covered Entity” or “County”) and **THE CATOCTIN FOUNDATION dba LOUDOUN FREE CLINIC** (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of **July 1, 2020**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Finance and Budget** as a **health care component administrator of a health plan** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103. For purposes of this BA Agreement, the "Covered Entity" is the County.
- (c) HIPAA Rules. "HIPAA Rules" mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. 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 this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 10 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County's obligations under 45 CFR

§164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days.

- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the County within 5 calendar days.
- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County Flexible Spending Account, COBRA Programs Administration and Retiree Billing and Collection Services provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (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 subject to the following minimum necessary requirements:
 - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.

- (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 the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of **July 1, 2020** and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
 - (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
 - (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to the County the remaining protected health information;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retains the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under

Permitted Uses and Disclosures by Business Associate which applied prior to termination; and

- (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. **Miscellaneous:**

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.
- (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
The Catoctin Foundation dba Loudoun Free Clinic	Department of Finance and Budget
224-A Cornwall Street NW	P.O. Box 7000
Leesburg, VA 20176	Leesburg, VA 20177
	571-258-3996
	Attn: Barbara Lawrence

Agreed: Mary E Sheehan
Signature

Date: 9-22-2020

Title: Executive Director

Agreed: _____
Signature

Date: _____

Title: Assistant Purchasing Agent

**Original retained at the Procurement Office
Copy to **Department of Finance and Budget**

Attachment 3

ATTACHMENT 3 - REVISED

1. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	PRICE
Mid-Level Medical Provider	763	\$50.00	\$38,150	
Clinical Assistant	1144.5	\$28.28	\$32,369	
Administrative/Eligibility	763	\$18.00	\$13,734	
Volunteers	763	\$0.00	\$0	
DIRECT LABOR TOTAL				\$84,253
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	x BASE =	ESTIMATED COST	
IT Services - Aggregated per month	\$185.00	12	\$2,220	
VAFCO Mgt Fees - Aggregated per month	\$85.00	12	\$1,020	
Insurance - Health, Workers Comp, Business Owner, D&O Liability, Malpractice - Aggregated per month	\$500.00	12	\$6,000	
Office Supplies - Aggregated per month	\$25.00	12	\$300	
General Operating Expenses - Aggregated per month	\$400.00	12	\$4,800.00	
DIRECT COST				\$14,340
3. PROFIT (BLOCKS 1 + 2) x 0%				\$0
4. OTHER DIRECT COSTS			ESTIMATED COST	
a. TRAVEL				
1. Transportation			\$0	
2. Per Diem			\$0	
(check current County Travel Policy)				
TRAVEL SUBTOTAL			\$0	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QUANTITY	COST	ESTIMATED COST	
EMR/Internet - Average cost per patient	763	\$0.10	\$76	
Medical Supplies - Average cost per patient	763	\$0.31	\$233	
Pharmaceutical Expenses - Estimate 1,145 prescriptions distributed	1145	\$2.25	\$2,576	
EQUIPMENT SUBTOTAL			\$2,886	
c. SUBCONTRACTS				
		\$0	\$0	
		\$0	\$0	
SUBCONTRACTS SUBTOTAL			\$0	
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
None	\$0	\$0	\$0	
OTHER SUBTOTALS			\$0	
OTHER DIRECT COSTS TOTAL				\$2,886
5. TOTAL PRICE				\$101,478

The net effect of Loudoun County's reduction of the original RFP request of \$128,248 down to \$101,478 impacts the budget by essentially reducing the number of patients covered. Instead of the originally projected 850 patients we could accommodate with the county funding, this \$26,770 reduction in funding will result in a reduction of 87, allowing coverage for 763 patients within county funding constraints.

Attachment #3 Budget Narrative - REVISED
Addendum for Core Healthcare Services
RFQ 136783 for Loudoun Free Clinic
EIN #54-1921059

The line items used in the Budget Attachment #3 pricing plan are explained in detail below.
The Loudoun County RFP for FY2021 represents 10% of the total Loudoun Free Clinic budget;
accordingly, the categories in this pricing plan reflect a comparable % applied to the 763 patients
that will receive healthcare services at Loudoun Free Clinic for FY2021.

<u>Budget Categories:</u>	<u>Amount</u>
1. DIRECT LABOR (Specify labor categories)	
Provider - Mid-Level Provider such as a Nurse Practitioner or Physician Assistant to provide comprehensive healthcare services; estimate 763 clinical hours. Using an aggregated hourly rate of \$50, the projected payroll expense is \$38,150.	\$38,150
Clinical Assistant - Licensed Practical Nurse or Medical Assistant to assist with providing comprehensive healthcare services; estimate a total of 1,145 clinical hours. Using an aggregated hourly rate of \$28.28, the projected payroll expense is \$32,369.	\$32,369
Administrative/Eligibility - Eligibility Coordinator Screening, Appointment Scheduling Estimate 763 hours of administrative time to support comprehensive healthcare services. Using an aggregated hourly rate of \$18.00, the projected payroll expense is \$13,734.	\$13,734
Volunteers - Providers, Mid-Level Providers, Pharmacists, Language Interpreters, Administrative Support Assist with provision of healthcare services to patients in various volunteer roles. Estimate 763 hours of volunteer time. The hourly rate for all volunteers is \$0.00.	\$0
DIRECT LABOR TOTAL	<u>\$84,253</u>
2. INDIRECT COSTS (Specify indirect cost categories)	
IT Services - Computer servicing, maintenance, oversight of server, modems, laptops/desktops Aggregated per month, 10% of \$1,850 monthly contract @ \$185 per month	\$2,220
VAFC Management Fees - Virginia Association of Free Clinics management fees of 10% are assessed on all quarterly funding distributions. With total funding projected at \$102,000, 10% will be covered with county funds. The total monthly allocation would be \$85.	\$1,020
Insurance - Healthcare, Workers Compensation, Business Owners Insurance, Directors & Officers Liability, Malpractice - Estimated annual total is \$60,000. Applying 10% to the Loudoun County pricing plan, a total of \$6,000 would be split into monthly allocation of \$500.	\$6,000
Office Supplies - An estimated \$3,000 is budgeted for FY2021, applying 10% to county funding would total \$300. Aggregated monthly cost would be \$25.	\$300
General Operating Expenses - Remaining general operating expenses include phone, utilities, maintenance, bank/credit card fees, development, event management, fundraising expenses. Aggregated annual total is \$48,000 - 10% or \$4,800 is allocated to county funding, at \$400/month.	\$4,800
INDIRECT COSTS	<u>\$14,340</u>
3. PROFIT (BLOCKS 1 + 2) x 0% - Loudoun Free Clinic is a nonprofit organization. All funding is expended.	<u>\$0</u>

4. OTHER DIRECT COSTS**a. TRAVEL - NONE****1. Transportation - NONE**

\$0

2. Per Diem - NONE

\$0

TRAVEL SUBTOTAL

\$0

b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)**EMR/Internet** - Total budgeted amount for FY2021 is \$8,200 for EMR and internet services.

\$76

.009% will be allocated to county funding. This equates to a per patient cost of \$.10 for 763 patients.

Medical Supplies - Aggregated supplies for FY2021 budget totals \$16,900. 1.4% will be allocated to county funding. This equates to a per patient cost of \$.31 for 763 patients.

\$233

RX Expenses - A total of \$12,000 has been budgeted for FY2021. 21% of prescription costs will be An estimated 1,145 prescriptions will be provided with county funding.\$2,576

At the \$2.25 per prescription fill rate through RX Partnership, this totals \$2,576.

EQUIPMENT/MATERIALS/SUPPLIES SUBTOTAL

\$2,885

c. SUBCONTRACTS - NONE**SUBCONTRACTS SUBTOTAL - NONE****d. OTHER (Specify categories) - NONE****OTHER SUBTOTALS - NONE****OTHER DIRECT COSTS TOTAL**\$2,885**5. TOTAL PRICE**\$101,478

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE ("Agreement") is effective on the 1st day of July, 2020, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("County"), and **LOUDOUN COMMUNITY HEALTH CENTER DBA HEALTHWORKS FOR NORTHERN VIRGINIA** ("Contractor") (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Core Healthcare Services in accordance with the following Contract Documents, in order of precedence: this Agreement; the Contractor's proposal dated December 17, 2019 (Exhibit I); and the County's Request for Proposal dated November 12, 2019, including all addenda (Exhibit II); and the Contractor's revised Best and Final Offer proposal dated July 16, 2020 (Exhibit III). In the event that Exhibits I, II and III contradict or limit this Agreement, this Agreement shall prevail.

No representations, arrangements, understandings, or other agreements relating to the subject matter exist amongst the parties except as expressed in the Contract Documents.

1.0 SCOPE OF SERVICES

The Contractor shall provide:

1.1 **Reduced Fee Comprehensive Medical Home**: A medical home is a team-based, comprehensive healthcare delivery model in which treatment is coordinated in a centralized setting. Contractor will provide an affordable medical home to at least 15,000 low income, uninsured Loudoun County children and adults to reduce barriers to receiving comprehensive medical, behavioral, dental, laboratory, and pharmaceutical services.

A. Provide comprehensive primary medical care services, including:

1. Preventive care
2. Sick care
3. Chronic disease management
4. Immunizations
5. Laboratory services
6. Access to pharmaceuticals as needed, including prescription assistance programs and 340B medications.

- B. Provide Behavioral Health services:
 - 1. Provide services to adults and to children ages 4 and up.
 - 2. Provide counseling services that are fully integrated with primary care.
 - 3. Provide psychiatric services that are fully integrated with primary care.
 - 4. Coordinate services with the Loudoun County Department of Mental Health, Substance Abuse and Developmental Services (MHSADS) for individuals who receive services from the comprehensive medical home and MHSADS.
- C. Provide proof of certification as Federally Qualified Health Center (FQHC).
- D. Accept Medicaid and Medicare.
- 1.2 Maintain appropriate staffing levels to deliver services above. All staff must have minimum credentials as appropriate for their position.
- 1.3 Provide comprehensive services for individuals who have developmental disabilities.
- 1.4 Accept referrals from local agencies or by word of mouth and advertising.
- 1.5 Maintain a waiting list for services when demand for services exceeds contracted capacity.
- 1.6 Provide referrals to other community service providers.
- 1.7 Account for all expenditures made from the awarded funding. Such accounting shall be on the Expenditure portion of the second quarter report, a form supplied by the County.
- 1.8 Submit quarterly program and expenditure reports outlining the progress of the Contractor in addition to a monthly invoice. . The quarterly program reports shall focus on the outcomes and measures as agreed upon by the County and the Contractor and included as part of Attachment 1. The Contractor staff must be available for any County onsite visits as requested.
- 1.9 Meet at least seventy-five percent (75%) of its mid-year targets for each performance measure the Contractor identifies in Attachment 1 by the end of the second quarter. If the targets are not met, or the Contract Administrator has concerns about its performance, a corrective action plan will be issued to the Contractor. This corrective action plan must be completed successfully before the second fund disbursement will be given. A corrective action plan consists of a statement of the issue needing improvement and presents the Contractor's remedy, in writing, within a certain timeframe. After creation of the corrective action plan, the Contract Administrator is responsible for determining when actions have been taken to show improvement, and can

then approve the second payment. Failure to meet seventy-five percent (75%) of targeted goals, or goals of corrective action plan, could result in the Contractor's repayment of the awarded funds.

- 1.10 Retain all working papers, records, and reports, at the Contractor's expense, in compliance with the Code of Virginia record retention requirements, unless the Contractor is notified in writing by the County of the need to extend the retention period. The Contractor shall make working papers available, upon request, to the County.
- 1.11 Comply with Health Insurance Portability and Accountability Act (HIPAA) and other mandatory regulations and executed attached Business Associate Agreement (BAA) (Attachment 2). Confidentiality Regulations including Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR.
 - A. Adhere to the attached signed Loudoun County Business Associates Agreement (BAA) (Attachment 2).
- 1.12 Maintain confidentiality on all data collected in administration of this Contract and in accordance with 2.37. Data shall not be released without the prior written permission of the County.

2.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Health Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Health Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from July 1, 2020 through June 30, 2022.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increases after the initial period should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed three (3%) percent.

2.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall

give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

2.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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- D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its

attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

2.11 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.12 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia

Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.13 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.14 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

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 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.15 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

2.18 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

2.19 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal

Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall account for all expenditures made from the awarded funding. Such accounting shall be on the Expenditure portion of the quarterly report, a form supplied by the County. Contractor shall submit quarterly reports outlining the progress of the Contractor. The reports shall focus on the outcomes and measures as agreed upon by the County and the Contractor and included as part of Attachment 1: Evaluation Plan. In addition, the Contractor will submit monthly invoices. The Contractor staff must be available for any County onsite visits as requested.

Monthly invoices shall be submitted to:

County of Loudoun, Virginia
Department of Finance and Budget
1 Harrison St. SE
PO Box 7000
Leesburg, VA 20177

Email to: Barbara.lawrence@loudoun.gov

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

2.21 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.22 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.23 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.24 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.25 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.26 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR

Loudoun Community Health
Center dba Healthworks for
Northern Virginia
163 Fort Evans Road
Leesburg, VA 20176

TO COUNTY ((a) and (b)):

Division of Procurement
1 Harrison Street, S.E., 4th Floor
Leesburg, VA 20177
Attn: Diane C. Smith

TO COUNTY (c) :

Division of Procurement
P.O. Box 7000
Leesburg, VA 20175
Attn: Diane C. Smith

With copy to:

Department of Finance & Budget
P.O. Box 7000
Leesburg, VA 20175
Attn: Grants Coordinator

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

2.28 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.29 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under

Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.30 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

2.31 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

2.32 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

2.33 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.34 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm,

hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.35 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.36 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

2.37 HIPAA

The Contractor hereby certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA] (Public Law 104-191) Privacy Rule and agrees to sign the Business Associate Agreement, Attachment 2. The Contractor agrees that upon termination of this Agreement, it will return or destroy all protected health information (PHI) received from County. If return or destruction is not possible, Contractor will extend the protection of the Agreement to the information and limit further uses and disclosures that make the return or destruction impossible.

The Contractor also agrees to use reasonable administrative, technical and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from the County and that it will protect the health information against reasonable anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information. The Contractor shall be obligated by this Agreement to advise the County within forty-eight (48) hours of occurrence of any HIPAA Privacy Rule violations.

In the event the County becomes aware of a HIPAA violation, the County will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state and local authorities.

3.0 COMPENSATION

Please refer to the attached and incorporated Attachment 3 – Pricing Page

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (571) 258-3190

Fax: (703) 771-5097

By: *Diane C. Smith*

Name: Diane C. Smith

Title: Assistant Purchasing Agent

Date: 10/06/2020

**LOUDOUN COMMUNITY HEALTH
CENTER dba HEALTHWORKS FOR
NORTHERN VIRGINIA**

163 Fort Evans Road
Leesburg, VA 20176

Phone: (703) 840-4704

Fax: (703) 771-4120

By: *Carol M. Jameson*

Name: Carol Jameson

Title: Chief Executive Officer

Date: 10/5/2020

APPROVED AS TO FORM

By: *Theresa J. Fontana*
Theresa J. Fontana
Senior Assistant County Attorney

Attachment 1

HEALTHWORKS FOR NORTHERN VIRGINIA

RFQ 136783

ATTACHMENT 1

Evaluation Plan Instructions

Outcomes: Please identify and define 5 long-term effects or impacts your program will accomplish for the individuals and families you serve. Include mid-term objectives (to be measured at end of year 1) and long-term objectives (to be measured at end of year 2).

Objectives: Please identify objectives for your program that relate to the outcomes you have identified. Objectives must be SMART: Specific, Measurable, Aggressive but Attainable, Results Oriented, Time-bound. In creating objectives, ask yourself: How much did we do? How well did we do it? Is anyone better off? Objectives should be stated as numbers, percentages, or percent of change.

Data Source: For each objective, identify the data source you will use to provide you with information to determine your program's success.

Quantitative Targets: Set a cumulative numerical target for mid-year and the end of the grant year, anticipating your progress toward the final objective to be achieved by June 30, 2021. The quantitative target should directly relate to the qualitative objective you have set forth. You will use the template on page 2 as both your evaluation plan and as your quarterly report form.

Example Service: Underage Drinking Prevention and Cessation Program

Outcome: Significant decrease in percentage of intervention or long-term services as a result of alcohol use.					
Objectives	Data source	Mid-Year Target	Year 1 targets	Year 1 mid-year targets	Year 2 targets

95% of teen participants will remain alcohol-free for at least 3 months	Participant survey conducted 3 months after program end	90% (90 of 100) of teen participants report no alcohol use	93% (186 of 200) of teen participants report no alcohol use	95% (282 of 300) of teen participants report no alcohol use	98%(392 of 400) of teen participants report no alcohol use
Outcome: Significant decrease in family use of crisis interventions or expensive higher level services.					
Objectives	Data source	Year 1 Mid-Year Targets	Year 1 targets	Year 2 mid-year targets	Year 2 targets
15 teen participants who identified as alcohol drinkers will remain alcohol-free for at least 12 months	Participant interviews conducted 3, 6, 9, 12 months after program end	7 of the 15 teen participants who identified as alcohol drinkers report no alcohol use	10 of the 15 teen participants who identified as alcohol drinkers report no alcohol use	12 of the 15 teen participants who identified as alcohol drinkers report no alcohol use	15 of the 15 teen participants who identified as alcohol drinkers report no alcohol use

Loudoun County RFQ: 136783

Organization Name: HealthWorks for Northern Virginia

Service: Reduced Fee Comprehensive Medical Home

Outcome: Improvement in diabetes status of adult patients age 18+

<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Targets</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
70% of adult patients with diabetes will demonstrate improvement in diabetes status	Blood test – HbA1C; data extracted from EHR	50%	70%	50% (assumes this reflects different cohort of patients than measured in Year 1)	70%

Outcome: Adult patients diagnosed with hypertension will achieve recommended therapeutic blood pressure levels

<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Target</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
75% of adult patients with hypertension will achieve BP reading of 120/80 or less	Blood pressure readings recorded in EHR; data extracted from EHR	40%	75%	40% (assumes this reflects different cohort of patients than measured in Year 1)	75%

Outcome: Adult HW patients ages 50+ with chronic disease(s) referred for formal Care Coordination Program (CCP) will be compliant with treatment plan (ex. recommended visits and lab tests)

<i>Objectives</i>	<i>Data source</i>	<i>Year 1 Mid-Year Target</i>	<i>Year 1 targets</i>	<i>Year 2 mid-year targets</i>	<i>Year 2 targets</i>
75% of adult patients age 50+ with at least 3 chronic diseases will be compliant with the treatment plan developed with the CCP (ex.	Documentation of completion of recommended	40%	75%	40% (assumes this reflects different cohort of patients than measured in Year 1)	75%

recommended visits to primary care provider and recommended lab tests)	completion of activities, ex. visits and lab tests in medical record, data extracted from EHR				
Outcome: Pregnant patients will have first prenatal visit within the first trimester					
Objectives	Data source	Year 1 Mid-Year Target	Year 1 targets	Year 2 mid-year targets	Year 2 targets
80% of patients who are pregnant will have their first prenatal care visit within the first trimester of pregnancy	Report from Inova Cares Maternity program (or other source of care if used; data extracted from EHR))	60%	80%	60% (assumes this reflects different cohort of patients than measured in Year 1)	80%
Outcome: Patients enrolled with behavioral health for treatment of depression will demonstrate improvement in depressive symptoms					
Objectives	Data source	Year 1 Mid-Year Target	Year 1 targets	Year 2 mid-year targets	Year 2 targets
80% of patients diagnosed with depression and being seen in behavioral health will demonstrate improvement in depressive symptoms after six months	Pre and post PHQ9 or PHQ-A; results recorded in EHR and data extracted from EHR.	50%	80%	50% (assumes this reflects different cohort of patients than measured in Year 1)	80%

Attachment 2



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **1st of July, 2020** by and between the **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as “Covered Entity” or “County”) and **LOUDOUN COMMUNITY HEALTH CENTER dba HEALTHWORKS FOR NORTHERN VIRGINIA** (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of **July 1, 2020**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Finance and Budget** as a **health care component administrator of a health plan** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.
- (c) HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. 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 this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 10 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County's obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days.
- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the County within 5 calendar days.
- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County Flexible Spending Account, COBRA Programs Administration and Retiree Billing and Collection Services provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (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 subject to the following minimum necessary requirements:
 - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.

- (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 the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of **July 1, 2020** and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
 - (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
 - (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to the County the remaining protected health information;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under

Permitted Uses and Disclosures by Business Associate which applied prior to termination; and

- (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. Miscellaneous:

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.
- (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
Loudoun Community Health Center dba Healthworks for Northern Virginia	Department of Finance and Budget
163 Fort Evans Road	P.O. Box 7000
Leesburg, VA 20176	Leesburg, VA 20177
(703) 840-4704	571-258-3996
Attn: Carol Jameson	Attn: Barbara Lawrence

Agreed: Carol H Jameson
Signature

Date: 10/5/2020

Title: Executive Director

Agreed: Liane C. Smith
Signature

Date: 10/06/2020

Title: Assistant Purchasing Agent

****Original retained at the Procurement Office**

Copy to Department of Finance and Budget

Attachment 3

ATTACHMENT 3 **HealthWorks 7-16-2020**

1. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	PRICE
Family Physician	624	\$ 80.00	\$ 49,920	
Family Nurse Practitioner	936	\$ 54.43	\$ 50,947	
LPN	1019	\$ 23.93	\$ 24,385	
Patient Care Coordinator	850	\$19.00	\$ 16,150	
			\$ -	
Behavioral Health Therapist	1000	\$ 40.00	\$ 40,000	
Registration and Enrollment	520	\$17.00	\$ 8,831	
Payroll Taxes @7.5%			\$ 14,369	
Fringe Benefits @7.2%			\$ 13,818	
DIRECT LABOR				\$ 218,420
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	x BASE	ESTIMATED COST	
	\$ -		\$ -	
DIRECT COST				\$ -
3. PROFIT (BLOCKS 1 + 2) x %				\$ -
4. OTHER DIRECT COSTS				
			ESTIMATED COST	
a. TRAVEL				
1. Transportation			\$	
2. Per Diem			\$	
(check current County Travel Policy)				
TRAVEL			\$ -	
a. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QUANTITY	COST	ESTIMATED COST	
		\$ -	\$ -	
EQUIPMENT			\$ -	
c. SUBCONTRACTS				
SUBCONTRACTS				
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
			\$ -	
OTHER			\$ -	
OTHER DIRECT COSTS				\$ -
5. TOTAL PRICE				\$ 218,420.00

CONTRACT AMENDMENT #2

This agreement constitutes an Amendment to Contract Number RFQ 136783-A for Core Domestic Healthcare Services between the **COUNTY OF LOUDOUN, VIRGINIA** (the "County") and **LOUDOUN COMMUNITY HEALTH CENTER DBA HEALTHWORKS FOR NORTHERN VIRGINIA** (the "Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective July 1, 2022, as follows:

2.2 Term

The Contract will be renewed to cover the period from July 1, 2022 through June 30, 2023. There are two (2) renewal options remaining on this Contract.

3.0 COMPENSATION

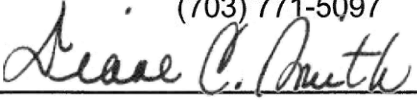
Compensation shall be per the attached and incorporated updated Pricing Page, Attachment 3 HealthWorks, dated September 16, 2022.

In all other respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (571) 258-3190
Fax: (703) 771-5097

By: 

Name: Diane C. Smith

Title: Assistant Purchasing Agent

Date: September 29, 2022

**LOUDOUN COMMUNITY HEALTH
CENTER dba HEALTHWORKS FOR
NORTHERN VIRGINIA**

163 Fort Evans Road
Leesburg, VA 20176

Phone: (703) 840-4704
Fax: (703) 771-4120

By: 

Name: Tonya M. Adkins, MD, FACOG

Title: Chief Executive Officer

Date: 9/27/22

APPROVED AS TO FORM

By: 

Robert J. Sproul
Assistant County Attorney

**ATTACHMENT 3 –
Updated Pricing Page (09/16/2022)**

HW Proposed Budget for Loudoun County		
Budget Year 2022-2023 - Approved September 16 2022		
Expenses:		
Salaries & Wages Subtotal		1,362,543
		0
Fringe Benefits Subtotal		217,986
		0
Consultants & Experts Subtotal		256,357
		0
Occupancy Subtotal		26,000
		0
Travel & Transportation Subtotal		20,115
		0
Supplies & Minor Equipment Subtotal		70,476
		0
Minor Furniture and Equipment		68,200
		0
Client Costs Subtotal		0
		0
Communications Subtotal		44,400
		0
Other Direct Costs Subtotal		16,990
Administrative Cost Subtotal	0%	0
Advance Subtotal		0
Total Budget		2,083,067

Grantee:	Loudoun Community Health Center DBA HealthWorks for Northern Virginia	
Grantor:	Loudoun County	
Budget Amount	\$	2,083,067.00

Service Area Budget Summary

Proposed Budget			
Salaries & Wages Subtotal			1,362,543
Fringe Benefits			217,986
Consultants & Experts Subtotal			256,357
Occupancy Subtotal			26,000.00
Travel & Transportation Subtotal			20,115
Supplies & Minor Equipment Subtotal			70,476
Capital Equipment Subtotal			68,200
Client Costs Subtotal			0
Communications Subtotal			44,400
Other Direct Costs Subtotal			16,990
Admn and Indirect			0
			0
TOTAL			2,083,067

Personnel Schedule

Employee Last Name	Employee First Name	Position Title	Option No. 1		Option No. 2		Monthly Salary or Wage	No. of Mo.	Budget Amount	Benefits Ratio %	Benefits Amount	TOTAL Budgeted
			Annual Salary	FTE	Budgeted Salary %	Hourly Wage	Hours per Month					
Adkins	Tonya	Chief Executive Officer	\$ 225,000	1	7%			12	15,750	16%	2,520	18,271
Dhindsa	Amandeep	Chief Financial Officer	\$ 153,575	1	20%			12	30,715	16%	4,914	35,629
Greene	Kimika	Deputy Director	\$ 111,220	1	20%			12	22,244	16%	3,559	25,803
Cespedes	Kevin	Admin & Credentialing Specialist	\$ 47,840	1	20%			12	9,568	16%	1,531	11,099
Garcia	Carolyn	Provider/GYN	\$ 190,000	1	25%			12	47,500	16%	7,600	55,100
Vacant		Provider	\$ 195,000	1	100%			8	130,000	16%	20,800	150,800
Stephens	Laura	Medical NP	\$ 104,040	1	50%			12	52,020	16%	8,323	60,343
Walker	Megan	Medical NP	\$ 82,385	0.6	100%			10	68,654	16%	10,985	79,639
Whyte	Byron	Provider/MD Pediatrician	\$ 171,870	1	20%			12	34,374	16%	5,500	39,874
Wijetilleke	Anusha	Provider/MD Pediatrician	\$ 180,000	1	50%			3	22,500	16%	3,600	26,100
Argueta	Blenda	Clinical Access Manager	\$ 67,891	1	100%			3	16,973	16%	2,716	19,688
Argueta	Blenda	Clinical Access Manager	\$ 67,891	1	16%			8	7,242	16%	1,159	8,400
Vacant		Charge Nurse	\$ 61,526	1	50%			9	23,072	16%	3,692	26,764
Vacant		CAN	\$ 55,000	1	50%			8	18,333	16%	2,933	21,267
Morales Gonzalez	Edith	MA Care Coordinator	\$ 52,000	1	50%			12	26,000	16%	4,160	30,160
Bivens	Holy	Medical Assistant	\$ 37,440	1	100%			3	9,360	16%	1,498	10,858
Ceron Rivas	Brenda	Medical Assistant	\$ 37,440	1	32%			8	7,987	16%	1,278	9,265
Ceron Rivas	Brenda	Medical Assistant	\$ 37,440	1	100%			3	9,360	16%	1,498	10,858
Lizama	Flor	Medical Assistant II	\$ 43,680	1	50%			12	21,840	16%	3,494	25,334
Meija	Yennifer	Medical Assistant	\$ 43,680	1	100%			3	10,920	16%	1,747	12,667
Vacant		Medical Assistant	\$ 37,440	1	100%			9	28,080	16%	4,493	32,573
Veizaga de Guzm	Evelyn	Medical Assistant	\$ 37,440	1	100%			3	9,360	16%	1,498	10,858
Zometa	Nathaly	Medical Assistant	\$ 39,520	1	50%			12	19,760	16%	3,162	22,922
Hale	Krista	Behavioral Health Manager	\$ 92,640	1	20%			12	0	16%	0	0
Davis	Gwen	NP-Psychiatric	\$ 108,202	1	30%			12	27,792	16%	4,447	32,239
Jackson-Wardlaw	Lisa	BH Provider LCSW	\$ 57,750	0.75	10%			12	10,820	16%	1,731	12,551
TBH		BH Provider LCSW	\$ 70,000	1	100%			3	14,438	16%	2,310	16,748
			\$ 70,000	1	100%			8	46,667	16%	7,467	54,133
					20%			12	0	16%	0	0
Renner	Linda	Chief Dental Officer	\$ 143,262	1	60%			3	21,489	16%	3,438	24,927
Dholakia	Aditi	Staff Dentist	\$ 138,000	1	100%			3	34,500	16%	5,520	40,020

Vacant		Staff Dentist	\$	30,000	0.2	100%			6	15,000	16%	2,400	17,400
Maximous	Amira	Dental Assistant I	\$	14,976	0.5	100%			3	3,744	16%	599	4,343
Homez Sanchez	Valeria	Dental Assistant I	\$	16,640	0.4	100%			3	4,160	16%	666	4,826
Oxendine	Ariana	Registered Dental Hygienist	\$	83,200	0.8	100%			10	69,333	16%	11,093	80,427
Velasquez	Melissa	Dental Front Desk	\$	37,440	1	100%			3	9,360	16%	1,498	10,858
Vacant		Dental Front Desk	\$	38,272	1	100%			9	28,704	16%	4,593	33,297
Aleman-Lopez	Marlon	Front Desk Specialist	\$	37,440	1	50%			12	18,720	16%	2,995	21,715
Hernandez	Yaquelin	Front Desk Specialist	\$	37,440	1	75%			12	28,080	16%	4,493	32,573
Castellon	Kevin	Front Desk Specialist	\$	37,440	1	25%			12	9,360	16%	1,498	10,858
Amaya-Almendarez	Jefferson	Front Desk Specialist	\$	37,440	1	50%			12	18,720	16%	2,995	21,715
Gonzalez Serrano	Kathia	Central Scheduler	\$	37,440	1	100%			12	37,440	16%	5,990	43,430
Ochoa Chavez	Tania	Central Scheduler	\$	37,440	1	100%			12	37,440	16%	5,990	43,430
Lopez	David	Registration Asst Coordinator	\$	39,520	1	75%			12	29,640	16%	4,742	34,382
Alvarado Navarro	Flor	Registration Asst Coordinator	\$	39,520	1	50%			12	19,760	16%	3,162	22,922
Sorto	Melissa	Registration Asst Coordinator	\$	39,520	1	100%			3	9,880	16%	1,581	11,461
Angulo	Ronny	Referral Coordinator	\$	41,600	1	100%			3	10,400	16%	1,664	12,064
Pinto Martinez	Josseline	Referral Coordinator	\$	41,600	1	40%			8	11,093	16%	1,775	12,868
Pinto Martinez	Josseline	Referral Coordinator	\$	41,600	1	100%			3	10,400	16%	1,664	12,064
Tappan	Patsy	Referral Coordinator	\$	24,960	0.6	100%			3	6,240	16%	998	7,238
TBH		Non Medical Case Manager	\$	41,600	1	100%			3	10,400	16%	1,664	12,064
Salas	Gladys	Manager of Referral Coordinators	\$	58,000	1	100%			3	14,500	16%	2,320	16,820
Klucken	Scott	Controller	\$	106,127	1	20%			12	21,225	16%	3,396	24,621
Harrison Lee	Carlo	HR Assistant	\$	52,000	1	50%			12	26,000	16%	4,160	30,160
Cleveland	Susan	Volunteer Administrator	\$	16,500	0.5	50%			12	8,250	16%	1,320	9,570
Munoz	Felicia	Director of Nursing	\$	83,640	1	10%			12	8,364	16%	1,337	9,701
Fashaw	Rochelle	HR Director	\$	107,000	1	20%			12	21,400	16%	3,423	24,823
Skelley	Margaret	Director of Clinical Data Analytics	\$	79,560	1	25%			12	19,890	16%	3,181	23,071
Lemna	Saba	Quality Improvement Manager	\$	75,429	1	35%			12	26,400	16%	4,223	30,623
Liaqat	Umar	Data Reporting Analyst	\$	51,000	1	25%			12	12,750	16%	2,039	14,789
Burke	Jesse	EMR Administrator	\$	74,284	1	25%			12	18,571	16%	2,970	21,541
TOTAL					69.35					1,362,543		217,986	1,580,530

Total FTE

Provider FTE

745.00%

7.45

Full Provider FTE

Part Time provider FTE

Total FTE for Billable encounters (to account for short months for the new locations)

Contractual

Item	Unit	Unit Cost	Number	Budget
Contracted ECW Fees and Licensing (\$80 recurring main./\$50 mo. support/\$150 mo. hosting/\$25 mo. ePrescribing etc.)		5587.50	12	67,050.00
Contracted Services - IT(IT support per user, server maintenance, cyber security etc.)	Month	3000.00	12	36,000.00
Contracted Services - Labs	Month	900.00	12	10,800.00
Contracted Services -Medical Billing clearing house, patient statements etc.	Month	720.00	12	8,640.00
Contracted Patient Services - Interpretation @ .81/minute	Month	10000.00	12	120,000.00
Contracted Patient Services - Answering and Triage Calls	Month	155.55	12	1,866.60
Contracted Contaminated Waste Disposal	Month	200.00	12	2,400.00
Contracted Services - Shredding	Month	140.00	12	1,680.00
Contracted Services - Benefits	Month	160.00	12	1,920.00
Contracted Services - Payroll - Paychex	Month	500.00	12	6,000.00
TOTAL			1	256,357

Minor Furniture and Equipment Costs

Item	Unit	Unit Cost	Number	Budget
medical equipment (need basis) to include repairs, equipment etc.		40000.00	1	40,000.00
Equipment Non Clinical to include office chairs, cabinets, desks etc.,		9000.00	1	9,000.00
Equipment- Rental/Lease (Med Electronics, copier etc.)		\$ 1,600	12.00	19,200.00
TOTAL				68,200

Occupancy Schedule

Facility	Unit	Unit Cost	Number	Budget
Security	Quarter	\$ 500	4.00	\$2,000.00
Office Cleaning	Month	\$ 2,000	12.00	\$24,000.00
TOTAL				26,000.00

CME Travel and Training

Item	Unit	Unit Cost	Number	Budget
------	------	-----------	--------	--------

Budget detail and justification

ATTACHMENT 3
HEALTHWORKS
RFQ 136783A-A Amendment #2

CME and related travel for providers		FTE	2,700.00	7	20,115
			-	-	-
TOTAL					20,115

Supplies

Item	Unit	Unit Cost	Number	Budget
General Medical Supplies	Month 1	3,000.00	12	36,000.00
Infection control supplies e.g. sanitizers, Antimicrobial Wipes, decontamination, surface disinfectants, spill kits etc. to minimize the COVID and other infectious disease spread	Month	500.00	12	6,000.00
Pharmaceuticals-340B	Month	1,000.00	12	12,000.00
Patient Assistance	Month	100.00	12	1,200.00
Computers for new staff and or replacement of old equipment	Computers 1	1500.00	5	7,500.00
Scanner to scan patient IDs, documents etc.	Scanner	950.00	2	1,900.00
Printer to print patient related documents	Printer	538.00	2	1,076.00
General Office Supplies (papers, pens, pencils, staplers, toners etc.)	Month	400.00	12	4,800.00
TOTAL				70,476

Communications Schedule

Item	Unit	Unit Cost	Number	Budget
Occupancy - Telephone - phones and cloud VoIP (MITEL)	Month 1	1,700.00	12	20,400.00
Occupancy- Telephone, internet, Cox/Comcast	Month 1	2,000.00	12	24,000.00
TOTAL				44,400.00

Other Direct Costs Schedule

Item	Unit	Unit Cost	Number	Budget
Recruitment - Advertising	1 month	200	12.00	2,400.00
Credentialing Other	Provider	\$ 250	10.00	2,500.00
Criminal Background Checks	Month 1	\$ 120	12.00	1,440.00
Subscriptions & Library				250.00
Insurance - Business Owners and Liability	Month 1	\$ 400	12.00	4,800.00
Insurance - Contents	Month 1	\$ 200	12.00	2,400.00
Printing - Other - Medical	Month 1	\$ 200	12.00	2,400.00
Regulatory & Statutory Fees (CLIA and Miscellaneous certificates)	Protocol manual	\$ 400	2.00	800.00
Triage Protocols				-
TOTAL				16,990.00

Indirect Costs

Item	Unit	Unit Cost	Number	Budget
TOTAL				-

RFQ 136783A-B

CONTRACT AMENDMENT #1

This agreement constitutes an Amendment to Contract Number RFQ 136783-B for Core Healthcare Services between the **COUNTY OF LOUDOUN, VIRGINIA** (the "County") and **THE CATOCTIN FOUNDATION DBA LOUDOUN FREE CLINIC** (the "Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective July 1, 2022, as follows:

2.2 Term

The Contract will be renewed to cover the period from July 1, 2022 through June 30, 2023. There are two (2) renewal options remaining on this Contract.

3.0 COMPENSATION

Attachment 3 is deleted in its entirety and replaced with the attached and incorporated Updated Pricing Page, Attachment 3, The Catoctin Foundation dba Loudoun Free Clinic dated August 17, 2022.

In all other respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (571) 258-3190
Fax: (703) 771-5097

By: *Diane C. Smith*

Name: Diane C. Smith

Title: Assistant Purchasing Agent

Date: September 6, 2022

**THE CATOCTIN FOUNDATION DBA
LOUDOUN FREE CLINIC**

224-A Cornwall Street NW
Leesburg, VA 20176

Phone: (703) 779-5474
Fax: (703) 779-5450

By: *Mary Elizabeth Sheehan*

Name: *Mary Elizabeth Sheehan*

Title: *Executive Director*

Date: *9/4/2022*

APPROVED AS TO FORM

By: *Robert J. Sproul*

for **Robert J. Sproul**
Assistant County Attorney

**ATTACHMENT 3 –
Updated Pricing Page (08/17/2022)**

Loudoun Free Clinic EIN #54-1921059

Attachment 3

1. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	PRICE
Mid-Level Medical Provider	904	\$ 49.92	\$ 45,127.85	
Clinical Assistant	1808	\$ 29.12	\$ 52,649.31	
Administrative/Eligibility	1356	\$ 18.99	\$ 25,750.44	
DIRECT LABOR TOTAL				\$ 123,527.60
2. INDIRECT COSTS (Specify indirect cost categories)	RATE	x BASE =	ESTIMATED COST	
IT Services	\$ 325.00	12	\$ 3,900.00	
VAFCF Mgt. Fees	\$ 187.50	12	\$ 2,250.00	
Insurance - Malpractice	\$ 850.00	12	\$ 10,200.00	
Office Supplies	\$ 37.50	12	\$ 450.00	
General Operating Expense	\$ 559.06	12	\$ 6,708.68	
DIRECT COST				\$ 23,508.68
3. PROFIT (BLOCKS 1 + 2) x %				\$ -
4. OTHER DIRECT COSTS				
			ESTIMATED COST	
a. TRAVEL				
1. Transportation			\$	
2. Per Diem			\$	
(check current County Travel Policy)				
TRAVEL SUBTOTAL			\$ -	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QUANTITY	COST	ESTIMATED COST	
EMR/Internet	\$ 120.00	12	\$ 1,440.00	
Medical Supplies	\$ 137.50	12	\$ 1,650.00	
Pharmaceutical Expenses	600	\$ 2.25	\$ 1,350.72	
EQUIPMENT SUBTOTAL			\$ 4,440.72	
c. SUBCONTRACTS				
SUBCONTRACTS SUBTOTAL			0	
d. OTHER (Specify categories)	QUANTITY	COST	ESTIMATED COST	
			\$	
OTHER SUBTOTALS			0	
OTHER DIRECT COSTS TOTAL				\$ 4,440.72
5. TOTAL PRICE				\$ 151,477.00

CoC Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs

P-1 Leveraging Housing Resources

P-1a Development of New Units and Creation of Housing Opportunities – Leveraging Housing (Required for Rural Set Aside)

*You must upload the **Leveraging Housing Commitment** attachment to the **4A. Attachment Screen**.*

ATTACHMENT: Leveraging Housing Comm.pdf which includes the following documents (additional exhibits exceeded file size limit):

- A. [P-1a Birchwood I LLC HAP Contract.pdf](#)
- B. [P-1a Birchwood I HAP Contract Exhibit A.pdf](#)
- C. [P-1a Birchwood II HAP Contract.pdf](#)
- D. [P-1a Birchwood II HAP Contract Exhibit A.pdf](#)
- E. [P-1a PBV HAP Part I_Ashburn Chase.pdf](#)
- F. [P-1a PBV HAP Part II_Ashburn Chase.pdf](#)
- G. [P-1a Exhibit A_Ashburn Chase.pdf](#)
- H. [P-1a Levis Hill HAP Contract Part I and II.pdf](#)
- I. [P-1a Shreveport Ridge HAP Contract Revised.pdf](#)
- J. [P-1a Levis Hill House HAP Contract Exhibit A.pdf](#)
- K. [P-1a Shreveport Ridge HAP Contract Exhibit A.pdf](#)
- L. [P-1a Signed Mt Sterling AHAP 9% Part 1.pdf](#)
- M. [P-1a Signed mt. Sterling AHAP 4% Part 1.pdf](#)

P-1b. Development of New Units and Creation of Housing Opportunities–PHA Commitment. (Required for Rural Set Aside)

*You must upload the **PHA Commitment** attachment to the **4A. Attachment Screen**.*

ATTACHMENT: [P-1b CoC Stability Voucher Letter with Loudoun Dept of Housing.pdf](#)

The Loudoun CoC has submitted a letter of commitment to Loudoun County Department of Housing and Community Development (DHCD) to collaborate on the distribution of Stability Vouchers for individuals and families experiencing or at risk of homelessness, fleeing domestic violence, dating violence sexual assault or stalking, and Veterans. Loudoun County DHCD will receive referrals through CoC's Coordinated Entry system via project providers. A Memorandum of Understanding is being developed to clarify the roles and responsibilities and prioritization for issuing Stability Vouchers.

P-1c. Landlord Recruitment. (Required for Rural Set Aside)

The Loudoun County Office of Housing provides a landlord packet which describes details on the Housing Choice Voucher program, details on the housing counselor's role, enforcement of the housing assistance contract. The newly formed Homeless Assistance Team (HAT) has a Housing Locator position that has been diligently contacting area landlords and property managers to establish open communication for assistance with housing the unsheltered. The Housing Locator provides housing location services with the objective of developing, maintaining and growing relationships with landlords and community partners to achieve the ultimate goal of stable housing for individuals and families experiencing homelessness or at risk of homelessness. The Housing Locator actively seeks out, identifies and maintains a list of available rental housing opportunities for individuals who are experiencing homelessness; promotes housing assistance programs; keeps current in understanding the trends in Loudoun County's rental market; supports staff and participant's understanding of landlord-tenant rights and responsibilities, rental procedures, and tenant protection ordinances; and serves as a consultant for case managers who have clients experiencing homelessness and are seeking stable housing.

P-2. Leveraging Healthcare Resources–New PSH/RRH Project. (Required for Rural Set Aside)

*You must upload the **Healthcare Leveraging Commitment** attachment to the **4A. Attachment Screen**.*

ATTACHMENT: Healthcare Leveraging Commitment.pdf, which includes:

- A. [P-2 LFC Signed LOCO Contract 9.22.20.pdf](#)
- B. [P-2 RFQ 136783-A Agreement Loudoun Comm HC Healthworks.pdf](#)
- C. [P-2 RFQ 136783A-A Healthworks Amendment #2 Executed.pdf](#)
- D. [P-2 RFQ 136783A-B Catocin Foundation Amendment #1 Executed.pdf](#)

P-3. Current Strategy to Identify, Shelter, and House Individuals and Families Experiencing Unsheltered Homelessness.

The Loudoun CoC identified the need for homeless street outreach through a trend analysis of the Point in Time data. The data from 2018 to 2020 indicated an increase in the Point in Time count for Loudoun County unsheltered individuals from 2018 with 24, 2019 with 71 and 2020 with 57, an average of 51 individuals and an average increase of 53 percent. The Loudoun CoC worked with a CoC partner, Loudoun Department of Family Service (DFS) and the CoC Board to secure a Case Manager position to provide homeless street outreach. The CoC and DFS used best practices from several Northern Virginia CoC's to develop the approach to providing street outreach. The best practices included Trauma Informed Care, coordination of services, client centered service planning, client choice and housing first. Policies and procedures were developed detailing how each best practice would be implemented into the services provided to include staff training.

The strategy for street outreach focuses on connecting the unsheltered population to immediate services through Coordinated Entry. DFS markets street outreach services through formal, coordinated partnerships with CoC members, other community non-profits and the faith community. Outreach services is also listed on the DFS website, making it available to the public.

During the two years of the COVID pandemic, Loudoun County's 2022 Point in Time count found a 24 percent increase from the 2021 count in the number of people experiencing literal homelessness (80 in 2021 to 99 in 2022). For the longer period from 2018 to 2022, the County experienced a year over year increase in the Point

in Time count from 2018 with 134 individuals homeless, to 2020 with 179 individuals homeless. The reductions during the pandemic years most likely caused by fewer people coming into the system stemming from measures like the eviction moratoria, prevention and diversion programs that predate the pandemic and the ongoing work to house individuals were factors as well.

The Loudoun CoC Point in Time count also provided information on subpopulations in the County. The 2022 count recorded an increase in the number of unsheltered single adults experiencing homelessness during this period. The data also demonstrated that single adults experienced a higher percentage of chronic homelessness, compared to all persons experiencing homelessness (34 percent of single adults in contrast to 24 percent of all persons experiencing homelessness). The strategies for street outreach used data to develop the plan to focus on engaging unsheltered single adults, especially those experiencing chronic homelessness.

The DFS outreach worker coordinates with the Loudoun Mental Health Projects for Assistance in Transition from Homelessness (PATH) team to visit unsheltered individuals together or to provide information on their location in the community. Both programs also coordinate with local law enforcement to conduct street outreach, coordinating efforts to cover all areas of the County. Outreach can encounter people in encampments where they are living, libraries, or other public areas. DFS, PATH and local law enforcement meet quarterly to coordinate homeless outreach and share information on the location of unsheltered individuals in the community. Loudoun CoC knows that best practice for outreach includes engaging people experiencing unsheltered homelessness frequently and regularly. The DFS outreach staff and the PATH team are in the community daily to engage with people who are unsheltered. Local law enforcement makes it a daily practice to engage with and assist the unsheltered population in the County. CoC has plans in the coming months to implement the use of a the by-name list that will assist in identifying individuals to improve outreach and increase access to Coordinated Entry services. Page 6 Outreach includes using evidence-based practices of engaging people frequently to build relationships and trust. This repeated practice includes encouraging people to use Coordinated Entry to gain immediate access to shelter, permanent housing and quickly gaining access to other needed services. The goal of every encounter is to help the person gain quick access to services that will lead to permanent housing.

Evidence-based practices include meeting people where they are living and using culturally appropriate strategies. Outreach staff visit encampments and other places not meant for safe inhabitation to find people experiencing homelessness with the highest vulnerabilities. Other strategies have success establishing trusting relationships by first meeting the unsheltered at a public building or other places where the unsheltered gather and seek services. Outreach staff carry cell phone with access to language interpretation service to engage people using their language of choice. Staff remain respectfully distant from people until invited to engage or approach them. Strategies may vary but the overarching goal is to use methods that are respectful of and responsive to the needs of diverse unsheltered people.

A focus of street outreach under this NOFO is to connect people to permanent housing. Outreach staff use a Housing First approach as they engage the unsheltered population, encourage them to use services that lead to permanent housing. Staff assist the unsheltered to contact Coordinated Entry services to access temporary (shelter) or permanent housing (rapid rehousing services). The Loudoun CoC supports the hiring people with lived expertise of unsheltered homelessness to conduct street outreach. Currently, no outreach staff has lived experience.

P-3.b. Current Strategy to Provide Immediate Access to Low-Barrier Shelter and Temporary Housing for Individuals and Families Experiencing Unsheltered Homelessness.

The Loudoun CoC goal is to provide immediate access to low-barrier shelter and temporary housing to any community members experiencing unsheltered homelessness. Immediate access begins with Coordinated Entry services that assists all people experiencing a housing crisis with fair and equal access and are quickly identified, assessed, referred, and connected to housing and supportive services based on their strengths and presenting need. People are assessed and prioritized based on need for access to shelter services. CE will also look to divert people to housing by thoroughly assessing temporary housing options that may be available, such as family and friends.

The Loudoun Emergency Shelter has the ability to intake people seven days a week and operates on a low-barrier model to increase access to shelter. Hypothermia shelter provides a low-barrier service that operates seasonally offering a safe place for unsheltered individuals to sleep, shower and obtain food during the overnight. The Loudoun Domestic Violence Shelter, operated by a local non-profit, provides shelter services for women, families and men who are in immediate danger of domestic violence.

Aligning availability to immediate access of low-barrier shelter with those in the greatest need is a priority for the Loudoun CoC. The Emergency and Domestic Violence shelters screen for vulnerability for access and prioritizes unsheltered individuals and families with the greatest need.

The Loudoun CoC uses models that focuses on providing permanent housing solutions while continuing to provide emergency shelter for those facing an immediate housing crisis. The model for assisting persons experiencing homelessness has evolved due to the recognition that it is difficult to adequately address the systemic and individual problems that many people without permanent housing experience with only the emergency shelter-based model. Emergency shelter alone cannot provide the thorough longer-term assistance people experiencing homelessness may need to sustain permanent housing. Housing models such as rapid rehousing, and permanent supportive housing programs are important components of addressing homelessness. Loudoun CoC uses both models and is committed to expanding these programs to meet the growing need for the unsheltered population in the County.

Low-barrier shelter and temporary housing is a vital option to offer to persons who want to live in temporary housing before entering permanent housing. The Loudoun CoC works to develop and support an array of homeless services that provide culturally appropriate access to temporary housing. Loudoun CoC supported the Emergency Shelter vendor to operate non-congregate shelter, hotel rooms, during the COVID-19 pandemic for individuals and families considered “at risk” and to accommodate the reduced capacity of shelter due to CDC congregate care setting guidelines. The strategy performed well at providing low-barrier, culturally appropriate access to temporary housing, and it created more capacity in existing congregate setting. More communities have moved to the non-congregate model since 2020, especially as congregate settings have become less appealing to the people they are meant to serve.

The Loudoun CoC has worked with its CoC members and partners to provide the use of non-congregate settings, prioritizing the space for individuals and families with high medical risk factors, limiting their exposure to COVID -19. There were lessons were learned in implementing these practices. For instance, the non-congregate shelter model occurred at a time when there was limited resources to move households into permanent housing. This resulted in temporary shelter becoming a long-term solution and are not appealing to people experiencing homelessness. Also, people in non-congregate shelter had less immediate contact with shelter staff as issues and questions would arise, leaving people feeling more isolated from needed support.

Loudoun CoC recognizes longer-term strategies are needed in an emergency such as the pandemic. Developing more strategies to shelter people and move them more quickly to permanent housing leaves more resources that

can be spent helping people to live in stable housing rather than marshaling a huge response to shelter people in an emergency.

P-3.c Current Strategy to Provide Immediate Access to Low Barrier Permanent Housing for Individuals and Families Experiencing Unsheltered Homelessness. (Required for Rural Set Aside).

The Loudoun CoC has adopted a Housing First approach as a systems model to respond to homelessness. This includes low-barrier, person-centered, housing-focused programs, and are not just geared toward those who may experience chronic homelessness. Outreach staff engage the unsheltered in the community and encourage them to use Coordinated Entry services to gain immediate access to shelter, temporary housing, and rapid rehousing services. People do not need to enter shelter to gain access to permanent housing. The Loudoun CoC works with its partners that offer rapid rehousing to ensure the program provides these services to anyone experiencing homelessness, including the unsheltered.

The Loudoun CoC also works with the Emergency and Domestic Violence shelters to reduce the amount of time people stay in shelters and promotes the development of service plans that prioritize permanently housing people as quickly as possible.

There are growing pressures on Loudoun County's competitive housing market, where high rental rates continue to negatively impact people experiencing homelessness. The pandemic has placed new pressures on the housing market, and in Northern Virginia region where housing costs are rising faster than incomes. This creates additional challenges for residents with low-wage jobs and remains a barrier to ending homelessness. The Loudoun CoC's commitment and support for programs that prevent homelessness, reduce the length of time people experience homelessness, and create more pathways to permanent housing has contributed to the CoC's efforts to reduce the number of people who experience homelessness at any given time.

The Loudoun CoC is committed to increasing its Permanent Supportive Housing to serve individuals and families who have experienced chronic homelessness and are also challenged with at least one disability. The CoC applied and was awarded State grant funding in 2021 through the Virginia Department of Housing and Community Development to expand its Permanent Supportive Housing program to fund additional units in the community.

The Northern Virginia region has a disproportionate representation of people who are homeless based on race, including the unsheltered population. The Loudoun CoC is committed to developing and maintaining system transformation that is grounded in the principles of racial equity and involves people with lived experience of homelessness to advise and inform how best to assist people experiencing a housing crisis. For several months the Loudoun CoC has been involved with the Metropolitan Washington Council of Governments (COG) Regional Homeless Services Racial Equity and Systems Analysis initiative. The project has produced a set of recommendations each jurisdiction can implement at the local level, as well as opportunities for the region to work together to align approaches and resources to create a more racially equitable approach to ending the experience of homelessness. Loudoun CoC will spend the next several months working with the CoC Board and membership to develop an equity-driven, results-based action plan that centers racial equity to end disparities in the homeless response system.

Loudoun CoC has performed well at providing low-barrier and culturally appropriate access to permanent housing and has used strategies such as hiring people with lived experience of homelessness. During the first six months of 2002, the Emergency Shelter housed 50% of families into permanent housing upon exit, some of which were unsheltered upon entry. The Rapid Re-housing program has provided funding and support to individuals and families experiencing homelessness to enter permanent housing. However, it is not possible to

house all who are in need as the program relies on limited grant funding. Other challenges include a lack of housing supply, especially affordable rental units, years-long waiting lists for public housing (Housing Choice Voucher program), or few low-income units in their community, all of which can hinder access to permanent housing.

Loudoun County Department of Housing and Community Development has begun to implement its Unmet Housing Needs Strategic Plan which includes increasing the number of low-income (income based) housing in the County. New housing has slowly become available in the past year, with more expected in the near future. Some of these developments will include Permanent Supportive Housing units and units intended for older adults. These developments will meet a large need for affordable housing and will be an essential resource for the Loudoun CoC for permanently housing the unsheltered population.

The Loudoun CoC has seen success in outcomes from the Permanent Supportive Housing program. In the past three years the program sustained at least 85% of participants in permanent housing. The Rapid Re-housing program has been successful at moving homeless individuals and families into permanent housing, often providing several months of funding to transition some toward self-sustaining themselves.

The Loudoun CoC has implemented new practices over the past three years and lessons learned from those practices include: The Loudoun CoC implemented a process where projects funded under this Supplemental NOFO and prior Annual NOFOs have required applicants to implement a Housing First philosophy. This has shifted the focus to moving homeless individuals and families into permanent housing more quickly with greater success. However, the lack of affordable housing and limited private partners, such as property management companies and landlords, who support the Housing First approach, has made it difficult for grant recipients to maintain the level of effort and relationships with private partners.

The Loudoun CoC has overseen federal and State grant funding Rapid Rehousing and Permanent Supportive Housing for many years, demonstrating its success in housing the homeless population. The CoC has recently seen an increase in the number of applicants for federal and State grants, increasing the competition and the number of applicants receiving grant funding. However, unless the amount of grant funding increases, the success and the competition for grant dollars may not be sustained. The CoC will need to develop strategies to diversify the grant funding it pursues to meet the growing need to assist homeless individuals and families to enter and sustain permanent housing.

The Loudoun CoC obtained and used funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act to support non-congregate shelter. This effort allowed the Emergency and Domestic Violence shelters to place people in hotels as the shelters needed to operate at half capacity. This opened the door for a new program model and a new partnership with private businesses to temporarily house people who are homeless or experiencing domestic violence.

P-4. Updating the CoC's Strategy to Identify, Shelter, and House Individuals Experiencing Unsheltered Homelessness with Data and Performance.

1. PATH provides outreach and support to homeless (or at-risk of becoming homeless) adults with serious mental illnesses (SMI) to connect them to primary behavioral healthcare, substance abuse services, and other supports that enhance stability and functioning in the community. PATH services include community-based outreach, mental health and substance use assessments and treatment, case management, and other supportive services. Motivational interviewing techniques are utilized to engage individuals in behavioral health care. Assistance is often needed to apply for entitlements, seek shelter, obtain food or clothing, and obtain physical and behavioral health care. Eligible individuals are individuals with (SMI) and have ongoing difficulty meeting basic survival needs or residing in substandard housing, experiencing homeless, or at imminent risk of experiencing homelessness. PATH workers collaborate with a Homeless Assistance Team (HAT) Outreach worker for individuals not having SMI, but still in need of homeless services. PATH performance measures which are tracked in HMIS, include the number of individuals outreached (unenrolled), the number of individuals fully enrolled in PATH, the percent of individuals who transition to PATH after 90 days of outreach, and the percent of individuals enrolled in PATH 90+ days who are also enrolled in mainstream services. Street outreach receives referrals from Coordinated Entry when an unsheltered individual is identified, and the information is recorded in HMIS. The Information & Referral/Coordinated Entry team actively participates in community outreach events to increase awareness and garner participation in the CoC from new community partners. Analysis of PATH and HAT data and the annual PIT count allow the CoC to identify where unsheltered individuals are residing and have shown an increase in the number of unsheltered individuals increasing, from 2018 with 24, 2019 with 71 and 2020 with 57, an average of 51 individuals and an average increase of 53%. This increasing trend led to the formation of the Homeless Assistance Team which includes the Outreach worker whose role is to engage with unsheltered individuals and connect them to homeless services through Coordinated Entry to receive assessment and appropriate homeless services referrals. Homeless Assistance Team Outreach services have recently began serving the County as of September 2022 and will be tracking data points such as engaging with at least 70% of households within 90 days of outreach, ensuring at least 30% of households engaged will maintain housing for at least 6 months and at least 50% will meet one goal of their service plan. HAT will continue to monitor the data for trends and best practices and adjust as necessary. Homeless Assistance Team continues to engage with community partners and faith-based organizations through in-person visits and electronic communication to inform them about homeless outreach services and to gather input on individuals and families who might be experiencing homelessness within their service area. These organizations are encouraged to collaborate with HAT to meet the needs of the unsheltered.

2. HMIS data is analyzed to evaluate trends and monitor performance such as length of time homeless, return to homelessness, increases in earned income, etc. The data allows for the CoC to track where unsheltered individuals are located, how successful are we at connecting people to services, tools we use to get people connected to services. Through this analysis it was determined that the current practice of limiting shelter stays to 30 days was not aligning with the time it was taking for individuals and families to move into permanent housing. The Loudoun CoC removed this maximum stay which allowed more time for individuals and families to secure housing with the help of a housing locator. Limited housing availability, increase in rental rates, limited federal and State funding and an increase of those experiencing homelessness are all factors that limit how quickly individuals and families move into permanent housing. The CoC continues to review data trends and evaluate if best practices are effective in getting people into permanent housing as quickly as possible and with low barriers. Data analysis revealed that shelter occupancy was steadily increasing. This information prompted the CoC to evaluate the PSH beds located at the shelter and after consulting with PSH case manager was determined that the single individuals residing on-site at the shelter would be better integrated into the community if they were provided housing within the community. The effort to transition these individuals into

community-based housing is currently in process and upon completion will allow the shelter to increase the number of beds available to the unsheltered families. Additionally, RRH funding has not increased which leads to a longer length of stay in shelter and consequently the shelter often remains at capacity. The CoC has expanded Drop-in Services to include weekend access to assist those who remain unsheltered.

3. HMIS data analysis reflects the PH programs are successful in helping individuals who are experiencing unsheltered homelessness to move into permanent housing. We know from the 2021 PIT count, 28 individuals identified as unsheltered. The Loudoun CoC and the Northern Virginia region is expecting to see this number climb post-pandemic due to the limited availability of affordable housing, the increase rental rates and the expiration of the eviction moratoria. Incorporation of the use of a By-Name list will enable the CoC to quickly and easily identify an individual in need of permanent housing and quickly move those who are chronically homeless or with severe needs. Considering the increase in unsheltered individuals document in the 2021 PIT count, the Loudoun CoC continues to pursue additional funding to support the trend of increased number of unsheltered individuals. The RRH program has proved effective to move individuals and families from shelter into PH. Currently, the increase in need and the stagnant RRH funding is not sufficient to provide rental assistance beyond 3 months. CoC is attempting to increase PH funding through applying for State funding through Virginia DHCD. The PSH beds funded under this program will allow individuals residing in PSH units within the shelter to move into community-based housing. This will allow case managers to expand services to assist PSH housed individuals to become more integrated into the community, and thus more independent.

P-5. Identify and Prioritize Households Experiencing or with Histories of Unsheltered Homelessness. (Required for Rural Set Aside).

1. PSH funding under this Special NOFO will enable the CoC to continue to house PSH participants.
2.a. The By-Name list process will be presented to the CoC and is in the process of being formalized and accepted by the governing body. This will allow the CoC to quickly identify individuals eligible for permanent housing. b. The coordinated Entry program will continue to assess and refer individuals to permanent housing programs based on their expressed needs. The Coordinated Entry phone number is shared through the County website and outreach events, which allows residents to notify the county of unsheltered individuals and families.

3. PATH and HAT work together to identify those experiencing chronic or unsheltered homelessness. The CE staff notifies the PATH workers, who then attempt to connect with the individual or family and connect them with services, including shelter, public benefits, health care, and mental health as needed.

4. The HAT Outreach worker coordinates with PATH workers to visit unsheltered individuals together or to provide information on their location in the community. Workers then attempt to connect the individual or family with services, including shelter, public benefits, health care, and mental health. Workers can assist individuals on obtaining identification including working with government and local entities to obtain birth certificates and or social security cards, refer individuals to housing location services through Information & Referral and assist with applying for healthcare coverage through Medicaid, if eligible or refer to free or low-cost healthcare services in the community. The Loudoun CoC has created a community resource guide, Passport to Services, which provides contact information for many health and human services in Loudoun County. The Outreach workers provide this resource to unsheltered individuals as an additional resource.

P-6. Involving Individuals with Lived Experience of Homelessness in Decision Making– Meaningful Outreach. (Required for Rural Set Aside).

A.1.The Loudoun County CoC currently has one individual with lived experience serving on the governance board. This individual has offered to assist the CoC in identifying other PLEs that might also participate in the CoC. The CoC is currently in the process of implementing a lived experience advisory committee. The CoC has met with case managers for shelter, rapid re-housing, and permanent supportive housing on how to engage participants in the CoC general membership and working committees. This participation will include compensation for time spent participating.

2. The CoC governance member with lived experience is participating in the PSH program. With the case manager’s assistance, this individual has agreed to provide guidance, share his experience and voice his opinion on proposed changes within the CoC. The PLE has authority as a governance board member, like all other governing board members. The governance board is the highest decision-making authority within the CoC.

3. The CoC has participated in the Authentic Engagement workgroup through MWCOG and has shared the resources and tools discussed with the CoC members, including information on compensating PLEs for their involvement in CoC activities. The CoC encourages projects to incorporate PLEs through sharing funding requirements which emphasis involvement of PLEs.

P-6a. Involving Individuals with Lived Experience of Homelessness in Decision Making– Letter of Support from Working Group Comprised of Individuals with Lived Experience of Homelessness. (Required for Rural Set Aside)

You must upload the Lived Experience Support Letter attachment to the 4A. Attachment Screen.

ATTACHMENT: The CoC does not currently have a sub-committee comprised of individuals with lived experience. Alternatively, The Loudoun CoC has a person with lived experience (PLE) that serves on the governance board with decision making and voting rights.

P-7. Supporting Underserved Communities and Supporting Equitable Community Development. (Required for Rural Set Aside)

The CoC has made great efforts to include individuals from underserved communities.

The intention is to bring individuals from these communities into the CoC. Organizations such as Equality Loudoun which serves the LGBTQ+ community and Virginia New Majority which serves Latinx population have been encouraged to participate in the CoC general membership and share their unique perspective and insight in our discission making processes. The CoC participates in a variety of community work groups that serve underserved populations such as youth, Black, Latinx, etc., to share our resources and to establish a partnership with these providers.

2. Underserved communities such as Latinx, and youth interact with homeless services primarily via Coordinated Entry telephone services. Other underserved communities such as LGBTQ connect through providers that specifically serve that population. The CoC is involved in several WhatsApp community groups that have been established by Virginia New Majority which serves the Latinx community. Many of the CoC member organizations have bilingual staff that assist in connecting individuals to Coordinated Entry Services.

3. CE staff developed an outreach list of faith-based and non-profits that is being used to intensify outreach to underserved communities. CE staff has been conducting virtual or in-person meetings with these organizations to interact with these underserved communities. The CoC has identified that underserved individuals often reach out to organizations within their own communities, and by establishing a relationship with these local providers we are able to reach those who are underserved.