


Massachusetts
Rental Voucher
Program
(MRVP)

ADMINISTRATIVE
PLAN TRAINING

Module #9:
Program Administration & Program
Integrity



July 2023

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Welcome

- Welcome to the MRVP Administrative Plan training.
- Over the course of several months, we have conducted training sessions on commonly applied MRVP policies.
- Each session covered a section/chapter or grouping of sections/chapters from the MRVP Administrative Plan.
- Each session and training module focuses on the application of MRVP program policies for specific program elements.
- All trainings are now available at EOHLC's MRVP training website:
<https://www.mass.gov/info-details/training-resources-for-state-rental-assistance-program-providers>

TRAINING MODULE #92

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Training Curriculum & Schedule

#	Topics	Admin Plan Chapter(s)	Date
✓ 1.	• Training Introduction, MRVP Regulations & Governance • Eligibility, Issuance Briefing & Voucher	Chapters 1, 4, 6	March 2023
✓ 2.	• Verification	Chapters 7-8	March 2023
✓ 3.	• Calculation of Voucher Payment & Tenant Rent Share	Chapter 7	April 2023
✓ 4.	• General Leasing Procedures & MRVP Lease Addendum	Chapters 9-10	April 2023
✓ 5.	• Voucher Payment Contract • Rent Reasonableness & Rent Increases	Chapters 11 & 12	May 2023
✓ 6.	• Relocation & Project Based Voucher Transfers	Chapters 12 & 14	June 2023
✓ 7.	• Redetermination of Tenant Rent Share	Chapter 16	June 2023
✓ 8.	• Terminations & Grievances	Chapter 17	July 2023
➔ 9.	• Program Administration & Program Integrity	Chapters 18-19	July 2023

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Today's Session

- Provide key information and procedures for effective program administration, including those concerning:
 - Voucher utilization
 - Retroactive tenant rent share changes
 - Record management
 - Privacy and confidentiality
 - Violence Against Women Act (VAWA)

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Today's Session

- Provide key information and procedures for effective program integrity, including those concerning:
 - Preventing fraud, waste, and abuse
 - Detection of fraud, waste, and abuse
 - Corrective measures
 - Owner and household debts to the Administering Authority (AA)

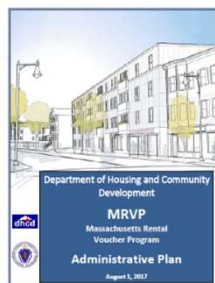
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Resource Materials

- Use EOHLC's MRVP Administrative Plan to ensure consistent application of policies and procedures.
- The policies we are reviewing today are found in Chapters 18 and 19 of the Administrative Plan.
- The goal is to know where to find the information you need and to correctly apply policies.



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Overview

- Proper program administration and integrity are key to running the MRVP program effectively and efficiently. This includes ensuring:
 - Available and funded vouchers do not go unused;
 - Tenant rent share is correct for each participant;
 - Files and records are secured and maintained in an orderly fashion;
 - The privacy and confidentiality of participant's personal data; and
 - That protections are appropriately applied for victims of domestic violence, dating violence, sexual assault and stalking; and
 - That program funds are used responsibly.

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Voucher Utilization

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Voucher Utilization

- Unless otherwise directed by EOHLC:
 - Promptly issue and reissue all MRVP vouchers, and
 - Work with project-based owners to ensure that the vacancies at PB developments are kept low resulting in high voucher utilization.

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Regulatory Requirements

- Information concerning owner requirements when terminating affordability restrictions at properties with project-based vouchers may be found under:
 - Massachusetts General Law (M.G.L.) Chapter 40T (*Publicly-Assisted Affordable Housing*); and
 - 760 CMR 64.00.
- Requirements may include:
 - Giving notice to tenants, and/or
 - Giving EOHLC the opportunity to purchase the property.
- Contact EOHLC if any PBV property is sold, the owner is considering selling the property, or if the owner would like to terminate their contract.

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Retroactive Tenant Rent Share Changes

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Retroactive Tenant Rent Share Changes

- An MRVP participant's rent share may retroactively increase or decrease due to errors or fraud.
 - For retroactive **increases**, the participant may owe the AA for overpaid subsidy on their behalf.
 - For retroactive **decreases**, the owner may owe the participant for overpaid tenant rent share.

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Retroactive Tenant Rent Share: Increases

- A participant's tenant rent share may **only** be retroactively increased if a participant failed to report an increase in income or change in household composition that would have required the voucher payment to decrease and tenant rent share to increase.
 - Retroactive increases will be enacted through a repayment agreement with the family.
- Tenant rent share may **not** increase due to error by the AA.

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Retroactive Tenant Rent Share: Increases

- In cases where the retroactive increase is due to participant error (not fraud):
 - Adjust the voucher payment retroactively to the date the change would have taken effect had the increase been properly reported; and
 - As appropriate, enter into a repayment agreement to recover excess subsidies already paid on the participant's behalf.

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Brain Teaser #1

At her last regular recertification effective 1/1/2023, Selena forgot to report to the AA that her aunt had started giving her \$300/month. AA staff investigated, and determined this was an error on Selena's part, and that fraud was not intended.

If staff process a correction on 3/15/2023, how many months of additional tenant rent share will Selena need to repay?

- a. 0
- b. 1
- c. 2
- d. 3

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Brain Teaser #2

At her last regular recertification, effective 2/1/2023, Jeri reported that she was working two jobs: one at Buttercup Bakery and one at Joe's Coffee Shop. She provided verification for both. However, staff only included the pay from Buttercup Bakery. In June 2023, staff discovered the error, and processed a correction. How many months of additional tenant rent share will Jeri need to repay?

- a. 0
- b. 1
- c. 2
- d. 3

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Retroactive Tenant Rent Share: Decreases

- If an MRVP participant's share is retroactively decreased, it means that the agency owes the owner extra voucher payments and that the participant may have overpaid their tenant rent share.
- AA does not directly reimburse the participant for overpayment of the tenant rent share but pays the owner the extra voucher payments.

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Retroactive Tenant Rent Share: Decreases

- The owner must choose either to:
 - Reimburse the participant, or
 - Credit the participant's account.
- If the owner does not reimburse or credit the participant, the AA may suspend the owner's future voucher payments until the owner does so.
- The AA must thoroughly explain this process in writing to both the participant and the owner.

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Record Management

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Record Management

- AAs must have EOHLC-approved procedures for record management that incorporate specific elements concerning:
 - Participant files,
 - CORI/SORI information,
 - Owner files, and
 - Voucher allocation.

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Record Management: Participant Files

- All participant files must be maintained in secure areas at the AA. Only approved AA staff may access the participant files.
- All files must be maintained in good order. Organization of files must be clear and standardized across the AA.

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Record Management: Participant Files

- Below is a sample of documents that are required to be in a participant's file.
 - ✓ Original application
 - ✓ Vital documents
 - ✓ Documentation that CORI/SORI reports have been reviewed and approved
 - ✓ Signed voucher
 - ✓ Lease and MRVP Lease Addendum
 - ✓ Verification the unit has passed inspection and is lead safe (as applicable)
 - ✓ Voucher payment contract
 - ✓ Owner/unit documents (i.e., deed, W-9)
 - ✓ Information concerning household composition and income
 - ✓ Tenant letters (notices, appointments, requests, rent share letters)
 - ✓ Repayment agreements and terminations (as applicable)

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Record Management: Owner Files

- AAs may maintain one central owner file for each project-based voucher property, which must contain:
 - Voucher payment contract
 - Proof of ownership
 - Lead safe documents (as applicable)
 - Rent increase requests
 - Any other paperwork/written communication between the AA and the owner regarding the property

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Brain Teaser #3

Which of the following information related to CORI/SORI may **NOT** be kept in the participant files?

- Information as to whether the CORI/SORI reports have been reviewed and approved
- CORI/SORI releases
- Printouts from the National Sex Offender Public Registry
- CORI/SORI reports

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Record Management: Voucher Allocation

- At any time, if requested by EOHLC, AAs must be able to report on:
 - The number of total vouchers allocated,
 - The number of vouchers issued, and
 - The number of vouchers leased by allocation.
- As a result, AAs must maintain accurate records of all vouchers allocated and their usage. Any transfers of vouchers from one AA to another must be recorded and reported promptly to EOHLC.

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Privacy and Confidentiality

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Privacy and Confidentiality

- Staff must follow all state law, regulations, and requirements related to privacy and confidentiality as described in M.G.L. c. 66A and 760 CMR 8.00. Generally, these laws require that:
 - Each AA has a designated Personal Data Officer responsible for the privacy, confidentiality, and security of personal data;
 - Staff may not collect/maintain more personal data than reasonably necessary; and
 - Participants give informed consent.

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Privacy and Confidentiality

- AAs may be held liable for failure to comply with all state law, regulations and requirements related to privacy and confidentiality.
- Except where otherwise provided by statute or judicial order, personal data collected for one purpose may not be used for another unrelated purpose without the informed consent of the data subject.
- Some examples of *personal data* include:
 - Information (not contained in a public record) that can readily associated with a particular individual, such as a name, SSN, or DOB.

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Fair Information Act Statement of Rights

- A Fair Information Act Statement of Rights form signed and dated by the head of household constitutes informed consent for purposes of the MRVP program.
- It, or a similar document, must be signed at least once during a Household's participation in MRVP by the Head of Household.

Fair Information Act Statement of Rights

Administrative Agency will collect information about Applicants and Participants for their housing programs as required by law in order to determine eligibility, amount of rent, and correct payment of rent. The information collected is used to manage the housing programs, to provide services, and to ensure compliance with applicable laws. The information collected is shared with the public housing agency, which will use the information to provide services, to ensure compliance with applicable laws, and to ensure the information is used for the purposes intended. The information collected is not shared with any other agency or individual, except as may be required by law or as may be required by the public housing agency, which will use the information to provide services, to ensure compliance with applicable laws, and to ensure the information is used for the purposes intended. The information collected is not shared with any other agency or individual, except as may be required by law or as may be required by the public housing agency, which will use the information to provide services, to ensure compliance with applicable laws, and to ensure the information is used for the purposes intended.

As an Applicant or Participant, you have the following rights in regards to the information collected about you:

1. No information may be used for any purpose other than those described above without your consent.
2. No information may be disclosed to any person other than those described above without your consent. If you request a right to remove the information, we will remove it.
3. You or your authorized representative have a right to request and copy any information collected about you.
4. You may be entitled to receive a copy of the information collected about you, including the name of the person who collected the information, the date, the time, the place, the method of collection, the type of information collected, and the purpose for which the information was collected. If you request a right to receive a copy of the information, we will provide it to you within 30 days of your request.
5. You may be entitled to receive a copy of the information collected about you, including the name of the person who collected the information, the date, the time, the place, the method of collection, the type of information collected, and the purpose for which the information was collected. If you request a right to receive a copy of the information, we will provide it to you within 30 days of your request.

I have read and understand this Fair Information Act Statement of Rights and have signed it once by the head of household. This form will be signed, dated, and stored with your application to each AA where you apply for housing.

Signature: _____ Date: _____

FORM 10-1 (FAIR INFORMATION ACT STATEMENT OF RIGHTS)

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Violence Against Women Act (VAWA)

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VAWA

- The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, and stalking.
- VAWA applies to persons of any/all genders and gender identities (not just women).
- Although MRVP is not a federally-funded program, EOHLC has generally adopted VAWA policies similar to federal policy; however, they may differ from federal policy. Please contact EOHLC if questions arise related to VAWA or associated policies.

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VAWA

- For AA staff, VAWA has three requirements:
 - Notification,
 - Documentation, and
 - Confidentiality.

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VAWA: Notification

- Provide each family with:
 - The Notice to MRVP Applicants and Participants Regarding Violence Against Women Act (VAWA); and
 - The Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking form

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VAWA: Notification

- The Notice to MRVP Applicants and Participants Regarding Violence Against Women Act (VAWA) provides information on the protections and requirements covered under the Act.

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VAWA: Notification

- The Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking form is one (but not the only) way a family may report an incident covered under VAWA.

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VAWA: Notification

- Families may also notify the AA of an incident:
 - Using a HUD form,
 - Providing a statement from a victim service provider, attorney, or medical professional who helped the family member address incidents of domestic violence, dating violence, sexual assault, or stalking;
 - The statement must be signed by the victim and the professional and state that they are signing "under penalty of perjury";
 - Providing a police or court record (i.e., protective order).

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VAWA: Notification

- In the MRVP program, the AA required to provide families with notice of their rights under VAWA under the following circumstances:
 - When a family requests an application for housing assistance;
 - When a family is denied housing assistance;
 - When a family is admitted to the MRVP program;
 - When VAWA statutes/regulations change;
 - When a family is terminated from the MRVP program.

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VAWA: Notification

- When they begin their participation in the MRVP and as needed, give owners and managers a copy of:
 - The Notice to MRVP Owners and Managers Regarding the Violence Against Women Act (VAWA); and
 - The Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking form.

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VAWA: Notification

- AAs are also required to:
 - Post VAWA information in its offices and on its website; and
 - Provide VAWA information to anyone who requests it.

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Time Frames

- If an individual is denied or terminated, they have 10 business days to notify the AA and claim VAWA protection.
- Once a VAWA claim is made, the individual has 14 business days to provide verification of the VAWA claim.
- Extensions may be granted to the 14-day requirement.

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VAWA: Documentation

- When a person claims status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse, the AA may (but is not required to):
 - Request that the individual making the claim document the abuse;
 - Require the individual to provide documentation:
 - Demonstrating the connection between the abuse and the unfavorable history; and
 - Naming the perpetrator of the abuse.

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VAWA: Documentation

- Any request for documentation will:
 - Describe the forms of acceptable documentation,
 - Provide explicit instructions on where and to whom the documentation must be submitted, and
 - State the consequences for failure to submit the documentation or request an extension in writing by the deadline.

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VAWA: Documentation

- The AA may waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice.
- The AA may **NOT**:
 - Require certification in addition to third-party documentation;
 - Require a police/court record and a signed statement from a professional/the victim in addition to a completed certification form except in cases where the AA receives conflicting documentation from two or more members of a household each claiming to be the victim and the other to be the perpetrator.

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VAWA: Documentation

- The AA **must** honor any court orders issued to protect the victim or to address the distribution of property.
- In order to deny relief for protection under VAWA:
 - The AA must provide the individual requesting relief with a written request for documentation of abuse, and
 - If the individual fails to provide the documentation within 14 business days (or an additional 10 business days if an extension is given).
- An individual who is denied protection under VAWA may request a grievance; request a private conference, or present information at any point in the future.

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Brain Teaser #4

- True or False? A participant may use any of the following documentation to certify domestic violence:
 1. A certification form, such as the Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking form or a HUD form;
 2. A police report or court record;
 3. A statement (signed under penalty of perjury) from a victim and the professional that helped them address the issue covered under VAWA.

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VAWA: Confidentiality

- All information provided to the AA regarding domestic violence, dating violence, sexual assault, and stalking—including the fact that an individual is a victim—must be retained in confidence.

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VAWA: Confidentiality

- The AA **may NOT**:
 - Enter any VAWA information into an internally or externally shared database;
 - Allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; and
 - Provide the information to any other entity or individual, except to the extent that the disclosure is:
 - Requested or consented to by the individual in writing;
 - Required for use in an eviction proceeding; or
 - Otherwise required by applicable law.

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VAWA: Confidentiality

- If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, inform the victim before disclosure occurs so that safety risks can be identified and addressed.

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VAWA: Protections against Denial of Assistance

- An individual may have an unfavorable history (i.e., poor credit history, record or previous damage to an apartment, prior arrest record) that would warrant denial under the AA's policies if it is not directly related to domestic violence, dating violence, sexual assault, or stalking.
- The Notice to MRVP Applicants and Participants Regarding Violence Against Women Act (VAWA) is given when a family is denied in order to allow them the opportunity to claim protection under VAWA.
- If an applicant claims protection under VAWA against the denial of assistance, request in writing that the applicant provide documentation supporting the claim.

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VAWA: Protections against Denial of Assistance

- If the perpetrator of the abuse is a member of the applicant household, the applicant must provide one of the following forms of documentation:
 - A signed statement requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or stay as a guest in the unit; or
 - Documentation (signed by a professional and the victim under penalty of perjury) that the perpetrator has successfully completed or is successfully undergoing rehabilitation or treatment.

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VAWA: Protections against Terminations

- VAWA provides specific protections against termination of MRVP assistance for victims, including:
 - No termination of assistance when a household moves out of an assisted unit in violation of the lease in order to protect the health or safety of a household member who has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit;

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VAWA: Protections against Terminations

- VAWA provides specific protections against termination of MRVP assistance for victims, including:
 - Incident(s) of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as either a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim.

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VAWA: Protections against Terminations

- VAWA provides specific protections against termination of MRVP assistance for victims, including:
 - Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking may not be construed as cause for terminating the assistance;

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VAWA: Protections against Terminations

- VAWA provides specific protections against termination of MRVP assistance for victims, including:
 - The AA may terminate the assistance to any tenant or any lawful occupant who engages in criminal activity relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without terminating assistance to or otherwise penalizing the victim of the violence.

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Limitations on VAWA Protections

- Victims of abuse may be terminated for reasons unrelated to domestic violence, dating violence, sexual assault, or stalking, so long as the victim is not subjected to a more demanding standard than it applies to other program participants.
- Victims of abuse may be terminated if the AA can demonstrate an actual and imminent threat to other tenants or those employed at/providing service to the property if the tenant is not evicted or terminated from assistance.

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Limitations on VAWA Protections

- *Actual and imminent threat* means words, gestures, actions, or other indicators of a physical threat that:
 - Are real;
 - Would occur within an immediate time frame; and
 - Could result in death or serious bodily harm.

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Limitations on VAWA Protections

- In determining whether a victim is an actual and imminent threat to other tenants or those employed at/providing service to the property, the AA must any consider relevant factors, including:
 - Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking;
 - Whether the threat is a physical danger beyond a speculative threat;
 - Whether the threat is likely to happen within a short period of time;
 - Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location;

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Limitations on VAWA Protections

- In determining whether a victim is an actual and imminent threat to other tenants or those employed at/providing service to the property, the AA must any consider relevant factors, including (continued):
 - Duration of the risk;
 - Nature and severity of the potential harm;
 - Likelihood that the potential harm will occur;
 - The length of time before the potential harm would occur.

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Limitations on VAWA Protections

- Even when a victim poses an actual and imminent threat, an AA may terminate the victim's assistance **only when there are no other actions that could be taken to reduce or eliminate the threat.**
- Victims whose assistance was terminated may request a grievance.

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VAWA: Terminating a Perpetrator's Assistance

- VAWA does not provide protections for perpetrators.
- AAs may terminate the assistance to perpetrators of criminal activity relating to domestic violence, dating violence, sexual assault, or stalking without terminating assistance to the victim who is also a tenant/lawful occupant.
 - Termination of the assistance to the perpetrator may occur regardless of whether an owner bifurcates the lease or takes other action against an individual household member.
- The AA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire household.

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VAWA: Terminating a Perpetrator's Assistance

- In making its decision, the AA is to consider all credible evidence, including, but not limited to documentation provided by the victim (i.e., signed certification form) and mitigating factors.
 - On a case-by-case basis, the AA may choose not to terminate the assistance of the culpable household member.
 - If the AA does choose to terminate the assistance of the culpable household member, it must do so in accordance with applicable law, state regulations, and DCHD policies in the MRVP Admin Plan.

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Brain Teaser #5

- Robin is an MRVP participant who moved out of her unit on 1/29/2023 and did not notify the owner of the unit nor the AA prior to this. On 2/13/2023, she called the AA to ask for a new MRVP voucher and explained that she had fled her unit due to domestic violence (the perpetrator did not live with her). What should the AA do?
 - a) Terminate her assistance for violating her lease/program rules
 - b) Request that she complete and sign a Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking form
 - c) Insist on a police report and a statement from a professional helping her address the situation
 - d) Issue her another voucher immediately

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Preventing Fraud, Waste, and Abuse

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Preventing Fraud, Waste, and Abuse

- **Fraud** is the
 - intentional,
 - willful,
 - deliberate act by deception,
 - unethical act or
 - misrepresentation made by a person with knowledge that the deception or the act could result in some unauthorized benefit, such as money, time, property, favor, to himself/herself or some other person.

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Preventing Fraud, Waste, and Abuse

Some examples of fraud may include:

- Not reporting current income to get a lower rent;
- Pretending to be another person when signing a document;
- Lying about household composition/personal circumstances to get a larger voucher;
- Knowingly issuing a voucher to someone not on the waiting list or in the correct order because of who they are/relationship to someone at the AA.

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Preventing Fraud, Waste, and Abuse

- **Waste** is:
 - An incident(s) or practice(s) that results in unnecessary costs to EOHLC's programs or in reimbursement for services that are not provided or fail to meet professionally recognized standards set for EOHLC programs;
 - The intentional or unintentional thoughtless or careless expenditure, consumption, mismanagement, use, or squandering of state or federal resources;
 - Incurring unnecessary costs as a result of inefficient or ineffective practices, systems, or controls.

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Preventing Fraud, Waste, and Abuse

- Some examples of waste may include:
 - Buying more costly supplies from a store instead of the approved vendor to avoid the procurement procedure.
 - Requiring staff to obtain multiple forms of verification for the same income source in all cases.

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Preventing Fraud, Waste, and Abuse

- **Abuse** is:
 - Excessive or improper use of resources, an item, an entity, an idea or to employ matter in a manner contrary to the natural or legal rules for its use;
 - Intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of state resources;
 - Extravagant or excessive use as to abuse one's position, rank or decision-making authority;
 - The intentional, wrongful misuse of public office that causes the loss of resource of the Commonwealth of Massachusetts.
- Abuse can occur in financial or non-financial settings.

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Preventing Fraud, Waste, and Abuse

- Some examples of abuse may include:
 - A supervisor suggesting or telling their subordinate he/she will not get a raise or promotion unless they bring them coffee and donuts everyday.
 - Telling a family they won't get a voucher unless they buy merchandise from your side business.
 - Buying approved supplies from a vendor, then re-selling them online and keeping the proceeds.

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Reporting Fraud, Waste, and Abuse

- EOHLC maintains a hotline, email account, and online fraud form to report any fraud, waste, or abuse.
- Reports may be made anonymously.
- Hotline: (617) 573-1100
- Email: DHCDHotline@massmail.state.ma.us
- Online reporting form: <https://www.mass.gov/how-to/report-fraud-waste-and-abuse-relating-to-EOHLC-programs>

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Preventing Fraud, Waste, and Abuse

- EOHLC implements policies throughout the MRVP Administrative Plan to prevent fraud, waste, and abuse.
- AAs are encouraged to create additional strategies, subject to EOHLC approval, but all prevention policies must include:
 - Conflict of interest policies,
 - Verification procedures, and
 - Quality control.

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Conflict of Interest Policies

- All AAs must have comprehensive conflict of interest policies, subject to EOHLC approval, and must follow all requirements of the State's Conflict of Interest law.

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Conflict of Interest Policies

The MRVP Admin Plan lists four conflicts of interest that are **NOT** permitted, including:

1. An AA may not administer a voucher for any participant employees or immediate family members of an employee.
 - If a participant is hired by an AA, the voucher administration must be transferred to another agency immediately.
2. AA employees may apply for MRVP and be added to waiting lists at the AA where they are employed. However, AA's may only award vouchers to employees or immediate family members of employees after direct approval by EOHLC.

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Conflict of Interest Policies

The MRVP Admin Plan lists four conflicts of interest that are **NOT** permitted, including (continued):

3. AA's employees (or immediate family members of employees) that work directly with MRVP may not own or manage property leased to an MRVP participant whose voucher is administered by the AA.
 - If an MRVP participant submits an RFPP for an employee-owned or managed property, the participant must be transferred to another AA for leasing immediately.

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Conflict of Interest Policies

The MRVP Admin Plan lists four conflicts of interest that are **NOT** permitted, including (continued):

4. Any non-work-related relationship that an AA employee or an immediate family member of an employee has with an MRVP participant or owner must be disclosed to AA management.
 - AAs must contact EOHLC with any concerns regarding a conflict of interest.

TRAINING MATERIAL #9

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Verification

- Staff must follow all verification procedures outlined in Chapter 8 of the MRVP Admin Plan.
- AAs must verify all owner documents, including but not limited to:
 - **Tax Identification Number:** payments must be made to the owner (except where EOHLIC has issued a waiver), but the owner may designate that the payments be sent to another on their behalf (i.e., management agent);
 - **Ownership documents** (i.e., deed, ground lease) to confirm ownership;
 - **Inspection and lead safe documents;**
 - **Bank account information** for direct deposits (if used);
 - For individual owners, the **owner's home address**; staff must verify that the contract unit and the owner's home address are not the same.

TRAINING MATERIAL #1

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Quality Control

- AAs must create quality control (QC) procedures, subject to EOHLIC approval. QC procedures must include regular auditing of randomly selected participant files.
- AAs must:
 - Train staff adequately on MRVP rules, regulations, and procedures, as well as provide support to employees encountering unique or difficult situations;
 - Inform all staff that any fraud may be anonymously report to EOHLIC or to the Inspector General's office; and
 - Train staff on all AA policies regarding ethics and conflicts of interest.

TRAINING MATERIAL #1

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Detecting Fraud, Waste, and Abuse

TRAINING MATERIAL #1

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Detection of Fraud, Waste, and Abuse

- Fraud, waste, or abuse should be prevented. All AAs must:
 - Monitor all program data for irregularities;
 - Investigate **all** reports of fraud, waste, and abuse;
 - Perform all required participant recertifications and reexaminations;
 - Comply with all EOHLC requests for program information and audits; and
 - Follow standard financial procedures and complete annual audits.

TRAINING MODULE #9

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Brain Teaser #6

- All fraud that is over \$_____ and/or is particularly egregious **MUST** be reported to EOHLC.
 - EOHLC will decide if further action is necessary and may refer the incident to other government agencies, including the Inspector General.
- a. \$2,400
- b. \$5,000
- c. \$7,500
- d. \$10,000

TRAINING MODULE #9

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Corrective Measures

TRAINING MODULE #9

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Corrective Measures

- The appropriate corrective measure depends on the type of fraud, waste, or abuse and the offender.
- Chapter 17 covers appropriate actions when detecting **participant** errors or fraud.
- Chapter 15 covers information on educating **owners** about the program, but corrective measures are covered in the Program Integrity chapter.
- AAs must immediately report ALL instances of AA fraud, waste, and abuse to EOHLC.

TRAINING MATERIAL #1

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Corrective Measures – Owners

- Regardless of the circumstances of fraud, waste, or abuse: once detected, the AA must take immediate action to correct the problem.
 - If voucher payments were made to an owner as a result of the owner's fraud, waste, and/or abuse, the AA **MUST** attempt to recoup those payments.

TRAINING MATERIAL #1

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Corrective Measures – Owners

- If an owner is found to have committed fraud, waste, or abuse, the voucher payment contract must be terminated immediately, and all eligible participants leased under that owner may be issued a new voucher for relocation.
 - AAs must contact EOHLC **before** terminating a voucher payment contract with an owner of a **project-based property**.
 - AAs have the ability to ban owners from participating in MRVP, but this should be reserved from owners who have repeatedly defrauded or abused rental subsidy programs or committed an egregious act of fraud, waste, or abuse, not limited to MRVP.

TRAINING MATERIAL #1

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Corrective Measures – AAs

- If an AA commits waste, they must immediately take corrective action. This includes correcting the error and implementing procedures, safeguards, or staff corrective action.
- AAs may **not** recoup voucher payments from an owner or participant made due to agency error, including through incorrect notice of a change in tenant rent share.
 - If such errors resulted in EOHLC dispersing extra funds, those funds must be returned in full to EOHLC.

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Corrective Measures – AAs

- At no point may an owner receive more than the contract rent for any one month. Errors in payment may be recouped to enforce this.
- **Example:** if there is an obvious accounting error where an owner received a voucher payment of \$10,000 instead of \$1,000, the AA must correct this error immediately and recoup the extra \$9,000 paid to the owner.

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Corrective Measures – AAs

- Depending on the severity, frequency, or reoccurrence of AA fraud, waste, and abuse, some examples of corrective action EOHLC may take include:
 - Additional audits of program files
 - Review and require changes to AA policies
 - Placing the agency on probationary status
 - Decrease in contract with the AA
 - Decrease in MRVP administrative fees
 - Termination of contract with the AA
 - Legal action

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Owner Debts to AA

- When an owner owes money to an AA due to overpayment of subsidy, the owner must repay the debt, or it may be subtracted from other subsidy payments due to the owner.
- Any repayment must be returned in full to EOHLC.

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Questions?

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Administrative Plan Training Sessions

#	Topics	Admin Plan Chapter(s)	Date
✓ 1.	• Training Introduction, MRVP Regulations & Governance • Eligibility, Issuance Briefing & Voucher	Chapters 1, 4, 6	March 2023
✓ 2.	• Verification	Chapters 7-8	March 2023
✓ 3.	• Calculation of Income & Voucher Payments	Chapter 7	April 2023
✓ 4.	• General Leasing Procedures & MRVP Lease Addendum	Chapters 9-10	April 2023
✓ 5.	• Voucher Payment Contract • Rent Reasonableness & Rent Increases	Chapters 11 & 12	May 2023
✓ 6.	• Relocation & Project Based Voucher Transfers	Chapters 12 & 14	June 2023
✓ 7.	• Redetermination of Tenant Rent Share	Chapter 16	June 2023
✓ 8.	• Terminations & Grievances	Chapter 17	July 2023
✓ 9.	• Program Administration & Program Integrity	Chapters 18-19	July 2023

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Administrative Plan Training Sessions

- Congratulations! You have completed the MRVP Administrative Plan Training Sessions!
- If you missed any of the previous trainings or would like to review material covered in previous sessions you may do so by accessing the recordings and written materials, which will be distributed by EOHLC at the close of all training sessions.

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Reminder!

- MRVP information and program documents can be accessed on EOHLC's website at www.mass.gov/mrvp
- This includes the Administrative Plan, MRVP Notices and additional guidance, updated program documents, payment standards and utility allowance charts, and other important information.
- All trainings are now available at EOHLC's MRVP training website: <https://www.mass.gov/info-details/training-resources-for-state-rental-assistance-program-providers>

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thank you!

Thank you for your participation!

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