

ENFORCEMENT ACTION AGAINST	§	BEFORE THE
ELVISHA BRIGHTMAN	§	TEXAS DEPARTMENT OF HOUSING
	§	AND COMMUNITY AFFAIRS
	§	

VOLUNTARY NON-PARTICIPATION AGREEMENT

This Voluntary Non-Participation Agreement (the “Agreement”), in connection with an Enforcement Action, is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (the “Department”), and **ELVISHA BRIGHTMAN**, an individual, acting individually and in her capacity as a former employee of Tracy Andrus Foundation (herein referred to as the “Responsible Party”), (herein collectively referred to as the “Parties”) to be effective on the date all Parties have executed this Agreement.

RECITALS

WHEREAS, the Tracy Andrus Foundation (“TAF” or “Administrator”) is subject to HOME Investment Partnerships Program Reservation System Participant Agreement #2023-0033 (the “RSP Agreement”), committing to be a Reservation System Participant in multiple set-asides, including HOME Tenant-Based Rental Assistance (TBRA) Set-Aside #1003667;

WHEREAS, Tracy Andrus is the president and chief executive officer of TAF;

WHEREAS, Elvisha Brightman is a former employee of TAF, and alleges that in her role at TAF as a case manager she submitted altered documentation for Activity 54832 to the Department on behalf of TAF at the behest of Control party, Tracy Andrus, with his full knowledge and consent; she is therefore considered a Responsible Party subject to the RSP Agreement;

WHEREAS, during the Responsible Party’s employment at TAF, she submitted altered documentation to the Department for Activity 54832, altering dates and applicant names in lease and application documentation, and failing to disclose multiple conflicts of interest on Section F of the application;

WHEREAS, as a result of those misrepresentations, the Responsible Party received a direct personal benefit in the form of HOME TBRA rental and utility subsidies for her own residence under Activity 54832;

WHEREAS, Administrator employees and their immediate family members are prohibited from receiving HOME TBRA subsidies without going through conflict of interest procedures, and any conflicts of interest must be disclosed in accordance with Section 10.4 of the RSP Agreement, 10 TAC §23.50(h), and 24 CFR §92.356;

WHEREAS, intentionally or negligently providing material misrepresentations with regard to documentation submitted to the Department by a Responsible Party is a violation of 10 TAC §2.401(a)(5), and is grounds for discretionary debarment under 10 TAC §2.401(a)(5);

WHEREAS, on December 29, 2025, the Department notified the Responsible Party that she was being referred to the TDHCA Enforcement Committee for debarment pursuant to 10 TAC §2.401(a)(5);

WHEREAS, on January 22, 2026, the Responsible Party attended an informal conference with the TDHCA Enforcement Committee;

WHEREAS, pursuant to 10 TAC §2.401(i)(5), the Department has the authority to enter into an agreement for the Responsible Party to not participate or apply for any new Department Programs during a specified period of time;

WHEREAS, on May 5, 2026, the TDHCA Executive Director issued a determination notice recommending a Voluntary Non-Participation Agreement for the Responsible Party for a term of five years; and

WHEREAS, the Responsible Party seeks to agree to not participate in Department programs for a period of time, but does not agree that the Responsible Party has violated the statutory or rule basis for debarment.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Elvisha Brightman will not apply for, consult on, or otherwise participate in purchasing properties monitored or financed by TDHCA, receiving new TDHCA awards, or receiving funds or assistance from any TDHCA programs for five (5) years from the date that all Parties have executed this Agreement ("Term"). This Agreement does not preclude the Responsible Party from living in a TDHCA-monitored multifamily development that receives low-income housing tax credits or multifamily direct loans from the Department.
2. This Agreement does not constitute a suspension or debarment from Department programs, but is a voluntary and enforceable agreement to not participate in Department programs for the term outlined, herein. This Agreement does not preclude or stay any further or additional referral for discipline on any other basis by the Enforcement Committee, including debarment.
3. In the event that Responsible Party violates the terms of this Agreement, Responsible Party will be referred to the TDHCA Enforcement Committee for further disciplinary action.

4. This Agreement will be on file with TDHCA Previous Participation Review and TDHCA Single Family staff.
5. This Agreement shall be published on the TDHCA website until the Term of the Agreement expires.
6. Pursuant to Section 2306.6717 of the Texas Government Code, the Responsible Party acknowledges that the Department is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code. The Responsible Party understands that the Department will comply with the Texas Public Information Act interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.
7. Each capitalized term not expressly defined herein shall have the meaning given to such a term in the RSP Agreement.
8. This Agreement shall be binding upon the Responsible Party hereto.
9. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all of the Parties shall not have signed the same counterpart.
10. If a Party returns this copy by facsimile machine or electronic transmission, the signing Party intends the copy of its authorized signature printed by the receiving machine or electronic transmission to be its original signature.
11. By signing this Agreement, the Parties hereto expressly understand and agree that the terms shall become part of the Agreement as if they were set forth word for word therein.

[Remainder of page intentionally blank]

RESPONSIBLE PARTY:

ELVISHA BRIGHTMAN, an individual

By: /s/ Elvisha Brightman
Name: Elvisha Brightman
Date: 6/10/2026 4:53:04PM CDT

DEPARTMENT:

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**, a public and official
agency of the State of Texas

By: /s/ Robert "Bobby" Wilkinson
Name: Robert "Bobby" Wilkinson
Title: Executive Director
Date: 6/10/2026 5:09:44 PM CDT