



# **Section 811 Project Rental Assistance Program**

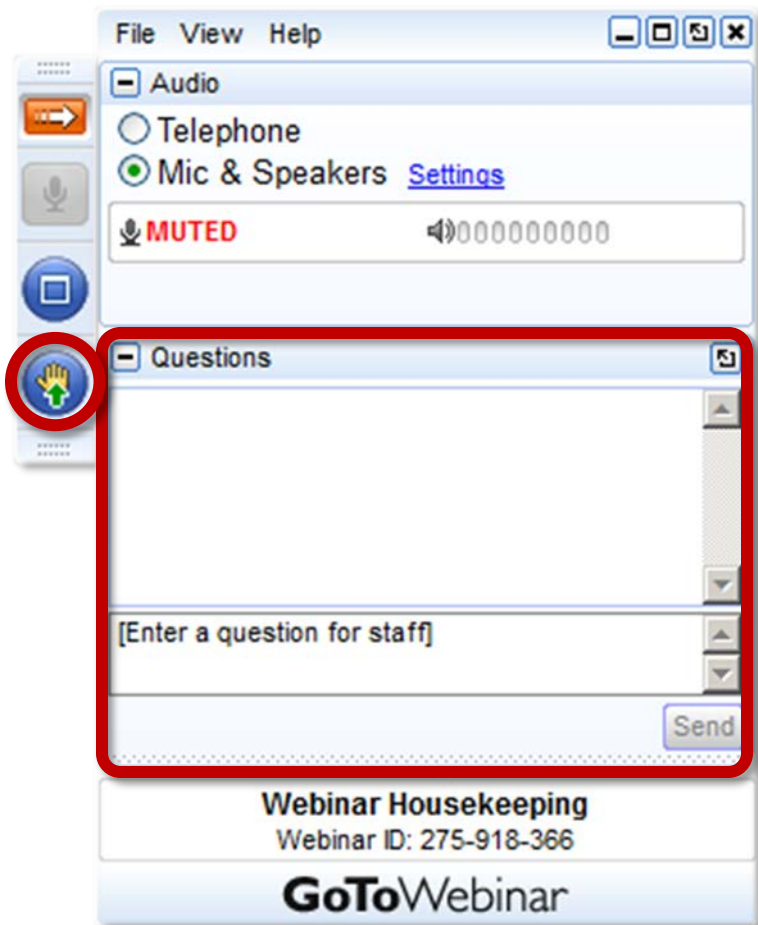
**FY13 Grantees Start-Up**

**April 2, 2015**

# Today's Agenda

- Introductions and roll call
- High level overview of Cooperative Agreement and Exhibits
- Important to read all documents carefully and completely
- Ask questions!

# Reminders



## Your Participation

- Please join audio by using the information provided in the Audio Panel. Your audio pin is required and may be entered on your phone's keypad at any time by pressing # [pin number] #
- Please raise your hand to be unmuted for verbal questions.
- You may also submit your text questions and comments using the Questions Panel.

# Introductions/Contacts

## HUD

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# Roll Call

Alaska	Illinois	New Hampshire	Rhode Island
Arizona	Kentucky	New Jersey	South Dakota
California	Maine	New Mexico	Texas
Colorado	Maryland	Nevada	Wisconsin
Connecticut	Massachusetts	Ohio	
District of Columbia	Michigan	Oregon	
Georgia	Minnesota	Pennsylvania	

# Cooperative Agreement Overview

- Cooperative Agreement = Agreement + 12 Exhibits
- Between the State Housing Agency and HUD
- FY 13 Cooperative Agreements expected in mid May, post-convening
- FY13 expected to be very similar to FY12
- FY12 documents on HUD Exchange
- <https://www.hudexchange.info/811-pra/pra-program-statute-cooperative-agreement-and-notice>

# Cooperative Agreement Exhibits

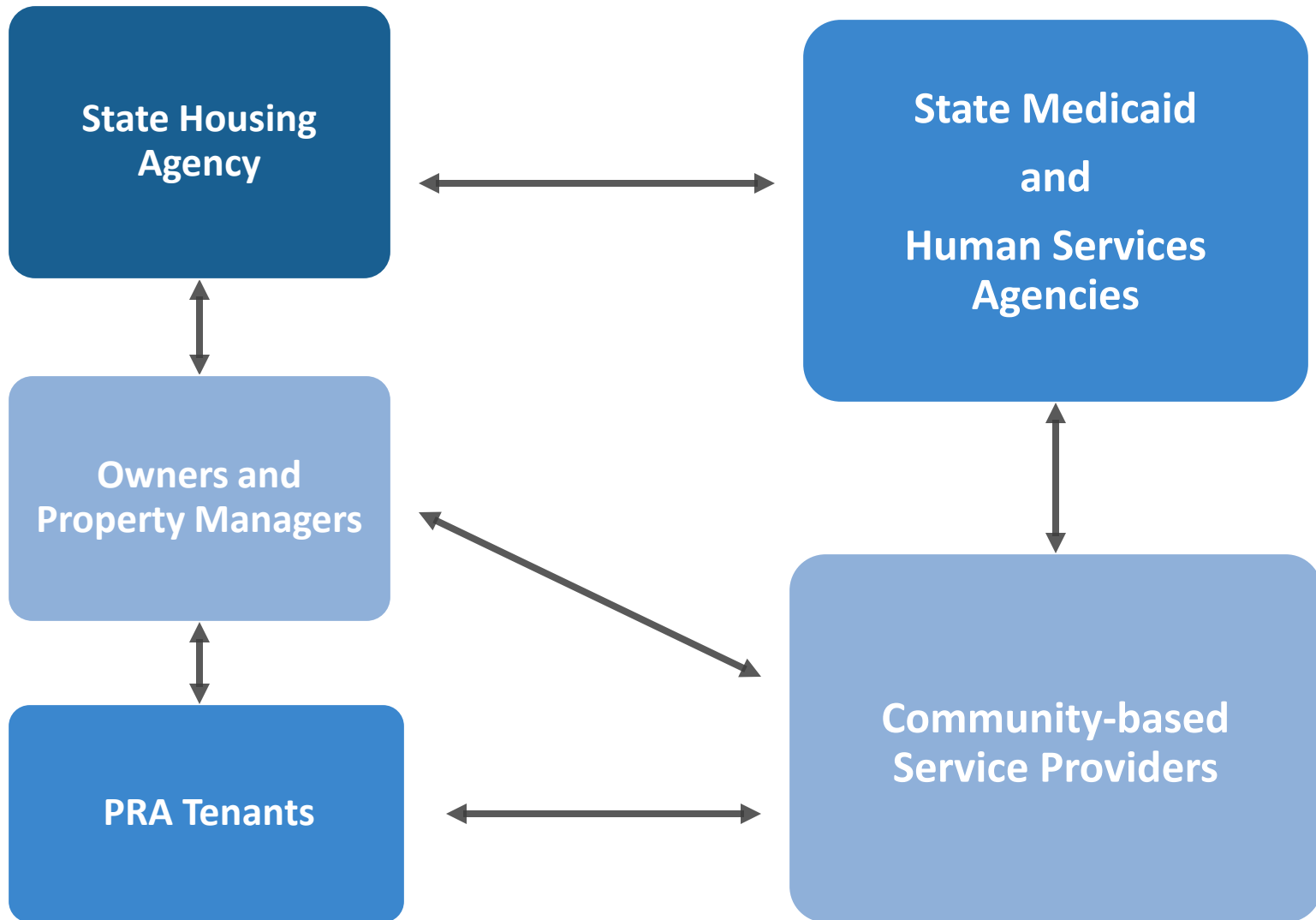
- **Exhibit 1:** Definitions
- **Exhibit 2: FY13/14 Section 811 PRA NOFA**
- **Exhibit 3: InterAgency Partnership Agreement**
- **Exhibit 4:** Grantee Program Description
- **Exhibit 5:** Program Guidelines
- **Exhibit 6: Budget/Schedule**
- **Exhibit 7:** Agreement to Enter into Rental Assistance Contract, Form HUD-92240-PRA

# Cooperative Agreement Exhibits

- **Exhibit 8:** Rental Assistance Contract Part I, Form HUD-92235-PRA
- **Exhibit 9:** Rental Assistance Contract Part II, Form HUD- 92237-PRA
- **Exhibit 10:** Section 811 PRA Use Agreement, Form HUD-92238-PRA
- **Exhibit 11:** Section 811 PRA Model Lease, Form HUD-92236-PRA
- **Exhibit 12: Grantee Addendums**



# PRA Program Relationships



# Roles and Responsibilities: Grantee

- Ensure program administered in accordance with Cooperative Agreement (CA)
- Monitor program implementation
- Review Owner requests for payment
- Submit vouchers to HUD for payment
- Report to HUD
- Participate in evaluation
- Other roles and responsibilities outlined in Exhibit 3 Inter-Agency Partnership Agreement

# Roles and Responsibilities: State Human Services/Medicaid

- Ensure services made available in accordance with Ex. 3 Inter-Agency Partnership Agreement
- Other roles and responsibilities outlined in Exhibit 3 Interagency Partnership Agreement
  - Outreach
  - Referral
  - Provision of services

# Roles and Responsibilities: Owner/Manager

- Provide PRA units with agreed upon size, access, rent and utilities
- Comply with conditions of Rental Assistance Contract (RAC)
- Ensure units are in good condition
- Request rent adjustments annually if needed

# Roles and Responsibilities: Tenant

- Comply with Model Lease Requirements
- Service participation is voluntary

# Roles and Responsibilities: Community-based Service Provider

- Make services available as per agreement with State Human Services/Medicaid Agency and Tenant
- Possibly maintain relationship with Owner through Memorandum of Understanding

# Cooperative Agreement

Document	Grantee	State Human Services	Owner/ Manager	PRA Tenant	Community Service Provider
Exhibit 3–InterAgency Partnership Agreement	X	X			
Exhibit 5–Program Guidelines	X		X		
Exhibit 7–ARAC	X		X		
Exhibit 8–RAC Part I	X		X		
Exhibit 9–RAC Part II	X		X		
Exhibit 10–Use Agreement	X		X		
Exhibit 11–Model Lease			X	X	

# COOPERATIVE AGREEMENT



# Cooperative Agreement (Section I)

- Cooperative Grant Agreement Rental Assistance Number: \_\_\_\_\_  
– FL39RDD1301
- Cooperative Grant Agreement Administrative Costs Number: \_\_\_\_\_  
– FL39DRD1301

# Timeframes (Section VI, VII)

- Term of 20 years with initial funding for 5 yrs
- After the initial five (5) year period, HUD shall provide the Grant, as may be amended, annually, or in any other frequency as determined by HUD, subject to appropriations

# Eligible Use of Funds (Section VI,X)

- Only two eligible uses of funds:
  - Rental Assistance Payments
  - Administrative Costs of the Grantee
- Administrative Cost cannot exceed 8% of Rental Assistance award
- Can incur admin costs as of date of Preliminary Award Letter, but cannot bill for them until Cooperative Agreement is executed
- Total obligations cannot exceed the Rental Assistance award

# Number Assisted Units (Section VI)

- HUD acknowledges that market conditions and other factors will determine the final total number of Assisted Units
- Number of Assisted Units may fluctuate over the five (5) year period of the award
- Within 30 days of the execution of the last RAC, Grantee shall provide HUD with confirmation of the final number of Assisted Units
- This final number of Assisted Units will be compared with the number of units listed on Exhibit 4; Grantee will explain to HUD any great variation

# Program Funding (Section VII)

- If Congress fails to appropriate funds adequate to meet the funding needs of the Agreement after the initial five (5) year funding period, HUD may terminate the Agreement
- In the event the Agreement is terminated, HUD will not require the Grantee to enforce the RAC or use agreement and Grantee may, at its discretion, continue to enforce or terminate such RACs and use agreements

# Grantee Responsibilities (Section XII)

- Ensure PRA Program executed in accordance with Cooperative Agreement and in compliance with NAHA and all other applicable federal laws and requirements

# Grantee Responsibilities (Section XV)

- Conduct monthly voucher reviews
- Adjust rent and utility allowances when needed
- Pay monthly rental assistance subsidies directly to Owners

# Grantee Responsibilities (Section XIV)

- The Grantee must have the capability to transmit HUD 50059 data and HUD 52670 data to the HUD TRACS System, and to receive return messages transmitted from TRACS
- Grantee may do this directly or through vendor



# Definitions

## Performance-Based Contract Administrators (PBCA)

- Scope of responsibilities of a Contract Administrator is more limited than that of a Traditional Contract Administrator
- Focus on the day-to-day monitoring and servicing of Section 8 HAP contracts
- Strict performance and reporting requirements as outlined in their ACC

## Traditional Contract Administrators (TCA)

- Responsible for asset management functions and HAP contract compliance and monitoring functions
- Paid a fee by HUD for their services

# Polling Question: Grantee Only

Are you a (pick one only):

- PBCA
- TCA
- PBCA and TCA
- Neither PBCA or TCA
- Not sure

# Grantee Responsibilities (Section XII, XXVI)

- Ensure Grantee's systems have adequate security measures and staff is appropriately trained to protect the confidentiality of certain records, including but not limited to income and tenancy information of families assisted under the RAC

# Grantee Responsibilities (Section XII)

- Ensure Owners record the HUD required Section 811 PRA Use Agreement (See Exhibit 10)
- Ensure Owners use PRA Model Lease (see Exhibit 11) for all Assisted Units

# Polling Question

The PRA Program requires units meet which inspection standards?

- HQS
- UPCS
- UPS
- None of the above

# Grantee Responsibilities (Section XV)

- Ensure that all Assisted Units and related facilities comply with the terms of their RAC and conform to Uniform Physical Condition Standards (UPCS)
- Ensure that all Assisted Units comply with all relevant federal and state fair housing statutes and regulations

# Grantee Responsibilities (Section XV)

- Ensure that at the anniversary of a RAC, Owners submit a written request to the Grantee to obtain an annual increase of pre-renewal gross rent
- Ensure that Owners certify residents at least annually and verify their income through the Enterprise Income Verification (EIV) system

# Definition:

## Enterprise Income Verification (EIV)

- [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/rhiip/eiv/eivhome](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/rhiip/eiv/eivhome)
- EIV obtains monthly Social Security (SS) and Supplemental Security Income (SSI) benefits data from the Social Security Administration (SSA) and monthly employer new hires (W-4), quarterly wage for federal and non-federal employees, and quarterly unemployment data from the Department of Health and Human Services' (HHS') National Directory of New Hires (NDNH)
- Helps to reduce income and rent determination errors and improper payments due to unreported and underreported family household income



# Grantee Responsibilities (Section XII)

- Ensure a process is in place to resolve an appeal of a resident dispute with the owner

# Definition: eLOCCS

- *Electronic* Line of Credit Control System (LOCCS) is HUD's primary grant disbursement system, handling disbursements for the majority of HUD programs
- <https://portal.hud.gov/hudportal/documents/huddoc?id=elocccsguide.pdf>

# Payment (Section XIII)

- Both Administrative Costs and Rental Assistance paid through eLOCCS
- Payment system will be covered in more detail at another time

# Documentation (Section XIII)

- Grantee shall maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, and salary reports, to support all eLOCCS draw requests for payment
- Source documentation required to be provided with eLOCCS request for payment of Administrative Costs
- Documentation maintained for a period of at least three (3) years after the initial funding cycle, or the date the last payment in the initial funding cycle, whichever occurs last

# Questions?

# EXHIBITS

# Exhibit 1: Definitions

- Included at end of the Cooperative Agreement document - p. 21
- Examples
  - Contract Administrator may mean the Grantee's designated entity to administer the 811 PRA Program
  - Contract Rent means the total amount of rent specified in the Rental Assistance Contract (RAC) as payable to the Owner for the Assisted Units

# Exhibit 2: FY13 Section 811 PRA NOFA

- <https://www.hudexchange.info/resource/3985/section-811-pra-fy-2013-2014-nofa>



# Exhibit 3: Interagency Partnership Agreement

- State specific agreement outlining collaborative partnership between grantee & state agency administering Health & Human Service programs, & State Medicaid programs
- Includes information regarding:
  - target population to be served
  - outreach and referral methods for reaching the target population
  - supportive service commitment for tenants
- Changes to the agreement related to the target population or appropriate services made available to tenants require HUD consent

# Exhibit 4: Grantee Program Description

- A two-page form that identifies the following (based on each Grantee's application):
  - Grantee & Primary Contact
  - State Medicaid Agency
  - Grant amount
  - Total PRA assisted units
  - Types of projects to be selected
  - Leveraging from application
  - Target population

# Exhibit 5: Program Guidelines

- Provides Guidelines for the PRA program
- Divided into three sections:
  - Grantee Requirements
  - Rental Assistance Contract
  - Owner Requirements

# **PROGRAM GUIDELINES: GRANTEE REQUIREMENTS**

# PRA.210 Affirmatively Furthering Fair Housing (AFFH)

- Grantee required to:
  - Certify they will affirmatively further fair housing
  - Establish an affirmative fair housing marketing plan for its state PRA program
  - Require other participating agencies and owners to follow its AFFHMP when marketing PRA-Assisted Units
  - Submit HUD Form 92243-PRA

# PRA.211 Effective Communication

- Ensure that all communications are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (see 24 CFR § 8.6) and the Americans with Disabilities Act

# PRA.213 Davis Bacon Standards

- Threshold is 12 or more PRA units
- Other funding sources in the project may have a *lower* threshold
- Thresholds are not additive
  - Example:
    - 6 PRA units
    - 10 HOME units
    - Threshold for both PRA and HOME is 12 units so Davis Bacon does NOT apply to this development

# PRA.215 Environmental Requirements

- HUD-assisted properties are considered already compliant
- “A Phase I ESA, which complies with these standards, and was prepared within the Phase I ESA continuing viability timeframe for the acquisition of the property or a real estate transaction (construction, rehabilitation, or refinancing) for the property, will be deemed acceptable.”



# **PROGRAM GUIDELINES: RENTAL ASSISTANCE CONTRACT**

# Definition

## Rental Assistance Contract (RAC)

- Contract between Grantee and Owner
- RAC = Form HUD-92235-PRA (RAC Part I) and HUD-92237-PRA (RAC Part II)
- Sets forth rights and duties of the Owner and the Grantee with respect to the Eligible Multifamily Property and the Assisted Units

# PRA.301 RAC – Vacancy Payments

- Vacancy Payments are allowed but not required
- May not exceed 80 percent of the contract rent for up to 60 days of vacancy

# PRA.303 Leasing to Eligible Tenants

- Grantee conducts tenant selection and makes referral to Owner
- Owner screens applicants
- Grantees can increase or decrease number of units in a RAC if inability to lease units is not a temporary issue

# PRA.305 Limitations on Assisted Units

- Units receiving any form of federal or state project-based rental assistance for a period of 6 months or longer are ineligible
- Units with use agreements requiring housing for persons 62 or older are not eligible
- No more than twenty five percent of the total units in Eligible Multifamily Properties can be restricted to supportive housing for persons with disabilities or have any occupancy preference for Persons with Disabilities

# **PROGRAM GUIDELINES: OWNER REQUIREMENTS**

# PRA.402 Owner Responsibilities

- The Owner is responsible for all management functions, including :
  - Screening of Eligible Applicants in accordance with the Grantee approved tenant selection plan
  - Reexamination and verification of family income and composition
  - Determination of family rent (total tenant payment, tenant rent and utility reimbursement)
  - Collection of rent
  - Termination of tenancy and eviction
  - Repair and maintenance functions

# PRA.404 Overcrowded and Under Occupied Units

- If because of change in family size an Assisted Unit is smaller than appropriate for the eligible family to which it is leased, or that the unit is larger than appropriate, the Owner shall refer to the Grantee's written policies regarding family size, unit transfers and waitlist management
- Rental Assistance Payments with respect to the assisted unit will not be reduced or terminated until the eligible family has been transferred to an appropriate size assisted unit
- The Grantee should be notified of changes in family size



# PRA.405 Uniform Physical Conditions Standards

- Owners shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR part 5, Subpart G
- Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, Subpart P

# Questions?

# Exhibit 6: Budget/Schedule

- Important for you to know
  - Updated version
  - Number of PRA units
  - Contract Rent
  - Schedule for units to come on-line
- Due today!

# Exhibit 6: Budget/Schedule

HUD 811 sample Budget for Ex 6 - Microsoft Excel

Home Insert Page Layout Formulas Data Review View Add-Ins

Clipboard Font Alignment Number Styles Cells Editing

P19 =P18\*8%

S. 811 PRA Budget - Exhibit 6

		1	2	3	4	5	6	7	8	Total
		FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	
Trended-OCAF (or other approved)										
Fiscal years end 9/30										
Number of units under RAC										
This period-initial RAC						0	0	0	0	0
Cumulative (under contract this period)		0	0	0	0	0	0	0	0	0 # units in application
Rent		Year								
Contract rent		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% AMI (calculate blend)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
tenant portion (no trend)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HUD Rental Assistance PUPY		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Annual 811 PRA amount		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
										Estimated Rental Assistance
										Administrative costs calculated at 8%
										Rental Assistance plus Administrative
										Amount in application/award
OCAF Trending										100%

Grantee Form

# Exhibit 7: Agreement to Enter Into Rental Assistance Contract (ARAC)

- Form HUD-92240-PRA
- Generally used for projects that are new construction or undergoing substantial rehabilitation
- Signed by state housing agency and owner agreeing to the RAC Part I and Part II contracts
- Agreement that the owner will enter into a RAC with the grantee for eligible program participants
- Grantee agrees to pay owner for eligible PRA units

# Exhibit 8: Rental Assistance Contract (RAC), Part I

- Form HUD-92235-PRA
- 20 year Agreement between Grantee and Owner
- Outlines specific # of PRA units owner will provide and maximum amount of PRA rent Grantee will pay for those units
- Similar to the Section 8 HAP agreement
- RAC includes information regarding: contract term, number of assisted units, number of bedrooms, contract rent, utility allowance, and gross rent

# RAC – Part I - Exhibit 1

## Schedule of Contract Units and Contract Rents

Exhibit 1

Schedule of Contract Units and Contract Rents<sup>1</sup>

Number of Assisted Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent	Maximum Annual Contract Commitment (Number of Assisted Units x Gross Rent)

Total Maximum Annual Contract Commitment<sup>2</sup>: \_\_\_\_\_

Total Number of Assisted Units: \_\_\_\_\_

Total Number of Non-Assisted Units Restricted to Persons with Disabilities: \_\_\_\_\_

Expiration Date of the Unit Restriction above, if applicable: \_\_\_\_\_

Total Number of Units at the Property (Assisted + Non-Assisted): \_\_\_\_\_

Percent of Assisted Units and other Units Restricted to Persons with Disabilities at the Property<sup>3</sup>: \_\_\_\_\_

**Instructions: This signature box should only be signed by the Owner and Grantee if the schedule of units needs an amendment.**

This Exhibit was amended on \_\_\_\_\_ (date) by \_\_\_\_\_ (Legal Name of Owner) and \_\_\_\_\_ (Grantee) to be EFFECTIVE on \_\_\_\_\_.

**Signatures of Authorized Representatives (Sign and Print):**

Owner Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Grantee Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

# HUD Form 92458

## Rent and Utility Schedule

**Rent Schedule  
Low Rent Housing**

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0012  
(exp. 07/31/2017)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name _____	FHA Project Number _____	Date Rents Will Be Effective (mm/dd/yyyy) _____
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**Part A - Apartment Rents**

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) ____/____/____)	Market Rents (Sec. 236 Projects Only)		
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)		Col. 6 Gross Rent (Col. 3 + Col. 5)	Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
<b>Total Units</b> 0		<b>Monthly Contract Rent Potential (Add Col. 4)*</b>		<b>Monthly Market Rent Potential (Add Col. 8)*</b>			
		\$0				\$0	
		<b>Yearly Contract Rent Potential (Col. 4 Sum x 12)*</b>		<b>Yearly Market Rent Potential (Col. 8 Sum x 12)*</b>			
		\$0				\$0	

\* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

**Part B - Items Included in Rent**

Equipment/Furnishings in Unit (Check those included in rent.)

<input type="checkbox"/> Range	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> _____
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpet	<input type="checkbox"/> _____
<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Drapes	<input type="checkbox"/> _____
<input type="checkbox"/> Disposal	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)  
E=electric; G=gas; F=fuel oil or coal.

<input type="checkbox"/> Heating _____	<input type="checkbox"/> Hot Water _____	<input type="checkbox"/> Lights, etc. _____
<input type="checkbox"/> Cooling _____	<input type="checkbox"/> Cooking _____	<input type="checkbox"/> _____

**Services/Facilities (check those included in rent)**

<input type="checkbox"/> Parking	<input type="checkbox"/> _____	<input type="checkbox"/> Nursing Care
<input type="checkbox"/> Laundry	<input type="checkbox"/> _____	<input type="checkbox"/> Linen/Maid Service
<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/> _____	<input type="checkbox"/> _____

**Part C - Charges in Addition to Rent (e.g., parking, cable TV, meals)**

**Part D - Non-Revenue Producing Space**

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
<b>Total Rent Loss Due to Non-Revenue Units</b>		\$ _____

**Part E - Commercial Space (retail, offices, garages, etc.)**

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)





# Initial Rent Setting

## (Exhibit 9 – RAC Part II – Section 2.7)

- Under no circumstance may the initial RAC rent level exceed the applicable Section 8 Fair Market Rent (FMR) level as determined by HUD, unless such rent level is substantiated by a market study that has been prepared in accordance with the requirements of a state housing agency, Chapter 9 of HUD's Section 8 Renewal Guide or as approved by HUD
- In cases where the initial RAC rent level exceeds applicable Fair Market Rent, Exhibit 1 shall identify how the initial rent settings were determined, as approved by HUD

# RAC – Part I - Exhibit 2 iREMS

- Owner provides the written information in the RAC
- Grantee provides the written RAC to HUD
- HUD staff will input the iREMS information

# RAC – Part I – Other Exhibits

- Exhibit 3: Grantee Affirmative Fair Housing Marketing Plan, HUD-92243-PRA
- Exhibit 4: Use Agreement, HUD-92238-PRA
- Exhibit 5: Lease, HUD-92236-PRA
- Exhibit 6: Definitions (C.A. Exhibit #1)
- Exhibit 7: Program Guidelines (C.A. Exhibit #5)

# Questions?

# Exhibit 9: Rental Assistance Contract- Part II

- Form HUD-92237-PRA
- Owners responsibilities (ex: performing all mgmt. and rent functions for the contract PRA units)
  - Security deposits
  - How rental payments will be made
  - Utility allowances
  - Vacancy payments
  - Rent adjustments
  - Termination of tenancy

# Exhibit 10: Use Agreement

- Form HUD-92238-PRA
- Signed by Owner and Grantee
- Owner agrees to operate PRA units for not less than 30 years
- May be released from this obligation if federal funds not available
- Review any existing regulatory agreements to determine if any conflicts exist – is the program a good fit?

# Exhibit 11: Section 811 PRA Model Lease

- Form HUD-92236-PRA
- Standard lease to be used between all 811 PRA program Tenant and Owner
- Outlines lease requirements and responsibilities

# Exhibit 12: Grant Addendums

- State specific modifications – generally as required by conflicts in state and federal laws
- Examples
  - Security deposits



# Other Resources

- Notice H 2013-32
- Handbook 4350.3
- FAQs on HUD Exchange mini-site

# Questions?

# Next Start-Up Webinars

- Start-up #3: Start-up activities - What should I be doing now?
  - April 9, 2015 3:00 ET
- Start-up #4: Reporting
  - April 30, 2015 3:00 ET
- Annual Convening
  - Save the Date: May 13-14, Washington D.C.

# Contacts

- Any questions? Please e-mail or call us

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