

**FISCAL YEAR 2019**  
**SECTION 811 PROJECT RENTAL**  
**ASSISTANCE PROGRAM**

**COOPERATIVE AGREEMENT**  
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FISCAL YEAR 2019  
SECTION 811 PROJECT RENTAL ASSISTANCE PROGRAM

**COOPERATIVE AGREEMENT**

**By and Between the  
U.S. DEPT. OF HOUSING AND URBAN  
DEVELOPMENT  
AND**

This COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the U.S. Department of Housing and Urban Development ("HUD") and the Maryland Department of Housing and Community Development (the "Grantee(s)").

**I. GRANTEE INFORMATION**

Cooperative Grant Agreement Rental Assistance Number: MD06RDD1901  
Cooperative Grant Agreement Administrative Cost Number: MD06DRD1901  
Total Grant Amount: \$6,983,579.00  
Rental Assistance: \$6,466,277.00  
Administrative Costs: \$517,302.00  
Total Units: 93  
Grantee Data Universal Numbering System (DUNS): 028492598  
Grantee Taxpayer Identification Number (TIN): 52-6002033

**II. DEFINITIONS**

Please refer to Exhibit 1 for the definitions.

**III. GENERAL**

The Grantee and HUD hereby enter into this Agreement as a condition to and in consideration of the Grantee's participation in the Section 811 Project Rental Assistance Program ("PRA Program") and receipt of the executed Grant. The PRA is authorized by section 811 of the Cranston-Gonzalez National Affordable Housing Act ("NAHA"), 42 U.S.C. § 8013, as amended by the Frank Melville Supportive Housing Investment Act of 2010, (Public Law 111-374). The PRA Notice of Funding Availability ("NOFA") was published on 10/9/2019, refer to Exhibit 2. The Grantee has been awarded and has

accepted the Grant under the NOFA. The Grantee hereby takes full responsibility to administer, manage, and perform oversight of the PRA Program in accordance with the terms and conditions of this Agreement and all applicable HUD requirements.

#### **IV. STATUTORY AUTHORITY AND PURPOSE**

On 3/21/2018 and 12/20/2019, the President signed the Consolidated Appropriations Act and the Further Consolidated Appropriation Act, 2020 (Pub. L. No. 116-94). The PRA Program is authorized under 42 U.S.C. § 8013(b)(3)(A). The purpose of the program is to provide project-based rental assistance in the development of supportive housing for Extremely Low-Income Persons with Disabilities.

#### **V. INTER-AGENCY PARTNERSHIP AGREEMENT**

Inter-Agency Partnership Agreement between the Grantee and State Health and Human Services/Medicaid Agency(ies) provides evidence of a formal structure for collaboration to participate in the state's Project Rental Assistance Program to develop permanent supportive housing for extremely low-income persons with disabilities. The Agreement was a required component of the Grantee's application for funding under the NOFA.

The Inter-Agency Partnership Agreement, as found in Exhibit 3, is acceptable to HUD and herein made part of this Cooperative Agreement. Any substantive changes to the Inter-Agency Partnership Agreement related to the target population or appropriate services made available to tenants shall require notice to HUD. Grantee must provide a copy of the Inter-Agency Agreement to HUD when it is revised or updated. The NOFA requirements for the Inter-Agency Partnership Agreement must be maintained through the Cooperative Agreement term and Grantee shall notify HUD of any changes in the target population.

#### **VI. GRANT AMOUNT AND TOTAL ASSISTED UNITS**

A. Grant Amount. HUD shall provide the Grant in the amount identified in Section I, Grantee Information and Exhibit 4. HUD will distribute the amount during the initial five (5) year period of the Rental Assistance Contract (RACs) executed under this Agreement. Grantee will provide the Rental Assistance Payments to Owners of Eligible Multifamily Properties consistent with this Agreement. After the initial five (5) year period HUD shall provide the Grantee additional appropriations annually, or in any other frequency as determined by HUD, subject to appropriations.

1. Grant Funds Expenditure Period. The funding authorized under this Agreement must be expended by the Grantee as follows: FY18/21 by 9/30/2031 and FY20/23 by 9/30/2033. If all funds are not expended by the Grantee the funds, even if obligated, will be cancelled, and recaptured by the Treasury.

- B. Grant Restrictions. PRA Funds must only be used for: (1) Rental Assistance Payments and; (2) Administrative Costs of the Grantee.
- C. Total Assisted Units. The Grantee has committed to executing RACs and Use Agreements for the total number of Assisted Units as identified in Exhibit 4.
- D. Within 30 days of the execution of the last RAC, Grantee shall provide HUD with confirmation of the final number of Assisted Units.

## VII. PERIOD OF PERFORMANCE

- A. Period of Performance. The Agreement shall begin on the execution date of this Agreement and terminate on the expiration date of the very last RAC.
- B. Grantee shall notify HUD of the expiration date of the very last RAC within 30 days of execution of this RAC. Based on this date, HUD will establish a close-out date for this Agreement within 90 days after the end of the performance period or within 90 days of the termination of the agreement. Grants will be closed out in accordance with Section XXVIII and 2 CFR 200.344.
- C. Termination. **This Agreement, in full or in part, including without limitation, any of the initiatives to be undertaken by Grantee, may be terminated by HUD prior to the end of the Agreement due to default by the Grantee or lack of appropriations. HUD shall follow paragraph XIX for remedies for default. In the event of termination of the Cooperative Agreement by HUD the Grantee shall have no financial or legal recourse against HUD, Owners of Eligible Multifamily Properties shall have no financial or legal recourse against Grantee or HUD if the Cooperative Agreement is terminated for any reason.**
- D. Renewal Upon Expiration of the Cooperative Agreement. Subject to future appropriations, at the Agreement expiration, it may be renewed upon written approval by HUD. Should the Grantee desire to renew the Agreement, Grantee shall make a written request for renewal and provide the request to HUD at least 120 days prior to the expiration of the Agreement. Grantee's request must: (1) state the specific time frame of the proposed renewal, and (2) outline how Grant funds will be effectively spent within the proposed renewal period. Upon receipt of the written request, HUD may, by and through the PRA or successor program, approve a renewal depending on the PRA Program or successor program funding levels and Program Requirements that may be imposed at that time.

- E. **Program Funding.** 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 PRA Use agreement. Under this circumstance, Grantee may, at its discretion, continue to enforce or terminate such RACs and use agreements. For example, if Grantee can obtain other funding for the Assisted Units Grantee may continue to enforce the RAC and use agreement for these units.

#### VIII. PROGRAM GUIDELINES

Grantee shall comply and ensure Owners of Eligible Multifamily Properties comply with the applicable provisions of the Program Guidelines identified in Exhibit 5 and current/future regulations published by HUD and any other program guidance issued by HUD such as handbooks, notices, etc. Grantee and Owners of Eligible Multifamily Properties may not modify any part of the Program Guidelines without written consent from HUD.

#### IX. CRITICAL MILESTONES

Grantee agrees to complete certain milestones on or before the deadlines stated in the attached Exhibit 6.

#### X. GRANTEE PROGRAM BUDGET AND PROPOSAL

Grantee's budget for this Agreement is attached as Exhibit 6. Grantee shall deliver quarterly budgets to HUD 30 days prior beginning date of the quarter until the very last RAC is executed, which results in Grantee fully obligating funds provided under this Agreement. Thereafter, Grantee shall provide an updated annual budget 30 days prior to the anniversary date of the cooperative agreement including the amount expected to be expended in the following year and based on that amount, evidence that the Grantee will not expend funds in excess of the total Grant amount. Each budget must include a running total of Administrative Costs the Grantee has requested/received thus far and how much is remaining for the Period of Performance. Grantee acknowledges that the **total Administrative Costs given to the Grantee over the initial funding award period and subsequent funding awards including renewal periods of the Agreement shall not exceed eight percent of the rental assistance Grant amount awarded, unless approved by HUD.** Grantee acknowledges after the initial five (5) year period the Administrative Costs shall remain at eight percent of the rental assistance Grant amount and any subsequent renewal awards. Grantee will need to cover any cost associated that exceeds the eight (8) percent Administrative Costs.

## **XI. RENTAL ASSISTANCE CONTRACTS (RACs)**

The Grantee shall execute the HUD required RAC with each Owner of an Eligible Multifamily Property that agrees to provide Eligible Tenants with rental assistance in accordance with this Agreement (see Exhibit 7, 8, and 9). The Grantee will not disburse Project Rental Assistance Payments to the owners of an Eligible Multifamily Properties until the RAC is executed. All RACs executed pursuant to this Agreement shall, to the extent applicable, incorporate and impose all terms and conditions found under this Agreement. Grantee shall not waive any terms of this Agreement for the benefit of any owner of an Eligible Multifamily Property.

The Grantee may include an addendum to the RAC, with HUD approval, provided that the provisions of the addendum do not conflict with the Agreement.

## **XII. GRANTEE PROGRAM ADMINISTRATION**

- A. Grantee Responsibilities. Grantee shall ensure the PRA Program will be executed in accordance with this Agreement, including but not limited to ensuring Owner of an Eligible Multifamily Property records the HUD required Section 811 Project Rental Assistance Use Agreement (see Exhibit 10) and utilizes the Section 811 Project Rental Assistance Model Lease (see Exhibit 11) for all Assisted Units. Additionally, Grantee, if any, covenants, agrees to, and assumes responsibility for all activities relative to implementing the PRA Program under this Agreement, and shall comply with NAHA and all other applicable federal laws and requirements.
- B. Changes in Organizational Structure. Grantee mergers, acquisitions, or other changes in the legal structure must be reported to HUD as soon as Grantee is aware such change is likely.
- C. Systems. Grantee shall develop and maintain adequate system functionality that allows for the flow of documentation and information between Grantee and HUD. Grantee shall ensure its systems have adequate security measures and its 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.
- D. Grantee's Supervision. The Grantee must ensure that a process is in place to resolve an appeal of a resident dispute with the Owner. The Grantee must ensure that the Owner operates the property in accordance with all local and state housing codes, ordinances, and zoning requirements and minimum UPCS standards, 24 CFR 5.703 and maintains positive relations and communications with the eligible tenants.

### XIII. ADMINISTRATIVE COST PAYMENT METHOD, ADMINISTRATIVE COSTS, GRANTEE AUDIT, AND GRANTEE FUND TRANSFER AND PAYMENT

A. **Payment Method.** Unless otherwise determined by HUD, Grantee shall request and receive payment of administrative costs through HUD's Electronic Line of Credit Control System (eLOCCS). The forms referred to in this section are available through HUD's HUDClips website, under the forms section, <http://www.hud.gov/offices/adm/hudclips/index.cfm>. The LOCCS Security Office may be reached at (202) 708-0764 or toll free at (877) 705-7504 for assistance, including authorization and access issues. The SF-1199A is also available at local banking institutions.

1. **Direct Deposit.** Grantee is required to separately account for Grant funds under this Agreement. Grantee may use a pooled cash account with separate funds and general ledger accounts maintained by the funding source. If the Grantee is not currently signed up to receive payments via direct deposit from HUD, then Grantee must submit a completed SF-1199A, Direct Deposit Sign-Up Form and banking information (deposit slips, cancelled checks or letter from banking institution on bank's letterhead and to and to:

U.S. Dept. of Housing and Urban Development  
Assisted Housing Oversight Division  
Grants and New Funding Branch

[PRAContracts@hud.gov](mailto:PRAContracts@hud.gov)

**NOTE: SF-1199A must include the Grantee's Rental Assistance number (RDD), Administrative Cost number (DRD), and the Grantee's DUNS number.**

2. **Password.** The Grantee is responsible for changing and maintaining an eLOCCS password as required.
3. **Authorization.** Each individual in Grantee's organization who will be authorized to access eLOCCS to perform query or draw down/request funds under this Agreement must request access authorization from HUD by submitting a form HUD-27054, eLOCCS Access Authorization. A new form HUD-27054 is not required for any individual who currently has access to eLOCCS for prior year grant funds for the same Grantee. If a User already has a valid form HUD-27054 for VRS it is not necessary to submit another one for eLOCCS access. The completed forms (which must be notarized) are sent to the PRA Program Office for review and verification. Following review, the Program Office will send the original forms to the LOCCS Security Officer for assignment of a LOCCS User ID. The form HUD-27054 must be recertified every 6 months by each LOCCS User's Approving Official.

4. Access Changes. Grantee shall immediately notify the LOCCS Security Office at HUD in writing when any individual with current access to eLOCCS is no longer employed by the Grantee and/or should be denied access to grant funds for any reason. The PRA Official must be notified of the Grantee's actions in writing. The PRA Official may provide additional instructions on accessing and using eLOCCS.
5. Requests for Administrative Fee Payment. All requests for payment of administrative fees must be submitted to HUD electronically in accordance with section XIII of this Agreement for eLOCCS purposes, the "Program Area" is "PRA". The following line items are applicable to this Agreement:

Line Item No.	Types of Funds Requested:
1000	Administrative
8000	Project Rental Assistance Funds

6. Supplemental Information to PRA. In addition to the required eLOCCS payment voucher, Grantee shall submit documentation to support payment requests for costs to be incurred in the performance of this Agreement and in accordance with the terms and conditions of any program issued guidance. The supporting documentation may include invoices, receipts, cancelled checks, or salary reports. Vouchers will not be approved for payment, if the Grantee has any outstanding reports as it relates to the grant requirements of this agreement.
- B. Payment Procedures. Grantee shall comply with 2 CFR 200.305.
- C. Allowable Costs. As part of the Grant, HUD shall pay Grantee for the Eligible Activities as determined by this Agreement and 2 CFR Part 200, Subpart E.
- D. Period of Availability of Funds. Grantee may charge to the Grant only Administrative Costs and Eligible Activities during the Period of Performance. Any expense outside the scope of Administrative Cost or Eligible Activities shall not be paid to the Grantee.
- E. Standards for Financial Management Systems. Grantee shall maintain and operate financial management systems that meet or exceed the Federal requirements for funds control and accountability as established by the applicable regulations in 2 CFR Part 200 and as otherwise directed by HUD.
- F. Documentation of Expenses. 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. This information must be made available to HUD upon request and maintained for a period of at least three (3) years after the initial funding cycle, or the date of last payment, whichever occurs last For example,



documentation of expenses from year one (1) to year five (5) can be purged at year eight (8). Documentation of expenses from year six (6) can be purged at year nine (9).

**G. Grantee Audit.**

**Requirements**

1. The Grantee must submit audited annual financial statements that comply with the requirements of 2 CFR part 200, subpart F by the earlier of: (1) 30 days after receipt of the auditor's report or (2) 9 months after the Grantee's fiscal year-end (FYE).
2. If there are audit findings that require corrective actions that relate to the PRA Program, the Grantee must complete the corrective actions described in the audited financial statements. If HUD requires a different corrective action plan after consulting with the Grantee, the Grantee shall by the first day of each month, until all corrective actions are completed as required by HUD, submit a status report to HUD of corrective actions being implemented. Corrective actions must proceed as rapidly as possible. If the Grantee fails to timely provide all required audited financial statements or fails to proceed with timely implementation of required corrective actions, HUD may determine that such failure is a default by the Grantee in performance of its obligations under this Agreement.

**XIV. GRANTEE COMMUNICATION REQUIREMENTS**

**A. Communication with Owners.**

The Grantee must have the capability to receive Eligible Tenant's certification and recertification data (form HUD 50059) and voucher data (form HUD 52670) electronically from Owners of Eligible Multifamily Properties in a form consistent with HUD reporting requirements for the HUD's Tenant Rental Assistance Certification System (TRACS). The Grantee must have the capability, in the form acceptable to HUD, for communicating errors in HUD 50059 and HUD 52670 submissions to Owners.

**B. Communication with HUD.**

The Grantee must provide HUD with data on RACs, rent adjustments and payments to Owners, contract renewal processing, and other documents and information relevant to the Grantee responsibilities under this Agreement. The Grantee must have the capability to transmit data to HUD over the Internet. The Grantee must have the capability to transmit HUD 50059 data to the HUD TRACS Tenant System and HUD 52670 data to the HUD TRACS Voucher/Payment System, and to receive return messages transmitted from TRACS. The Grantee's Internet access must provide the Grantee with the capability to review the resident and voucher data that the Grantee has transmitted to HUD, to ensure that the data maintained by HUD is correct and

consistent with the data maintained in Grantee files. Resident reporting requirements specified for HUD's TRACS Tenant System and voucher reporting requirements specified for the TRACS Voucher/Payment System are published on the TRACS Documents Page on the world wide web. The Grantee must meet the requirements specified in these documents.

**C. Fund transfer and payment.**

The Grantee must have a depository account with a financial institution whose deposits or accounts are insured either by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Funds and must be capable of receiving and sending electronic fund transfer (EFT) transactions. The Grantee must have facilities acceptable to HUD for making timely and accurate rental assistance payments to Owners. The Grantee must also transmit budget, requisition, and year-end settlement data to HUD via the Internet, or as otherwise specified by HUD.

**D. Grantee Contractors.**

The Grantee may procure a contractor for any or all the Grantee Communications requirements included Subsections A-B of this Section XIV. However, if the Grantee chooses to subcontract procure a contractor for any or all these requirements, the Grantee remains responsible for ensuring all the requirements in Sections XIV are met. Grantee shall obtain the services of a contractor through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the contractor can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a non-competitive procurement in accordance with 2 CFR 200.320(c)."

**XV. COMPLIANCE REPORTING REQUIREMENTS, MONTHLY TENANT AND VOUCHER REPORTING REQUIREMENTS, TENANT CERTIFICATIONS, TRACS, RENT INCREASE REQUEST REQUIREMENTS, AND SPECIAL CLAIMS**

The Grantee is responsible for the following requirements. The Grantee can contract any or all these requirements to another entity.

As defined under the "Automation Rule" (24 CFR 208.108 - Electronic Transmission of Required Data for Certification and recertification and Subsidy Billing Procedures), the Grantee will monitor the compliance of 811 PRA multifamily developments. The Grantee is responsible for conducting monthly voucher reviews; adjusting rent and utility allowances when needed; paying monthly rental assistance subsidies directly to Owners and responding to health and safety issues when required by HUD.

**A. General HUD Compliance Requirements.** The Grantee will ensure that all assisted units and related facilities comply with the terms of their RAC and conform to Uniform Physical Conditions Standards (UPCS) as well as all relevant federal and state fair housing statutes and regulations.

**B. Monthly Tenant Reporting Requirements.** As defined under the “Automation Rule” (24 CF R208.108) - Electronic Transmission of Required Data for Certification and Recertification and Subsidy Billing Procedures, Grantees are required to submit monthly tenant and voucher data electronically to TRACS.

Tenant data includes the current certification of the residents of the subsidized units and tracks any changes, transfers, and moves within that population.

**C. Monthly Voucher Reporting Requirements.** As defined under the “Automation Rule” (24 CFR part 208)- Electronic Transmission of Required Data for Certification and Recertification and Subsidy Billing Procedures, Grantees are required to submit monthly electronic requests for subsidy payment to TRACS.

Voucher data includes request for payment of regular subsidy, special claims, and miscellaneous adjustments. The Grantee will ensure that Owners submit vouchers to the Grantee by the tenth day of the month proceeding the month for which the Owner is requesting payment. A Grantee may not pay Owners until Owner vouchers are received and reviewed for accuracy. The Grantee will only authorize payments of 811 PRA vouchers and special claims to owners of Eligible Multifamily Properties with Assisted Units. The Grantee will make payments to Owners by the first business day of every month.

**D. Subsidy Payment for Occupied Unit.** The Grantee makes rental assistance payments to the Owner for the months during which a contract unit is leased by an Eligible Family during the term of the RAC contract.

Except for vacancy payments as provided in Section XV, paragraph H, if an Eligible Family moves out of the Assisted Unit occupied by the family, the Grantee will not make any rental assistance payments to the Owner for any month after the month when the family moves out.

**E. Tenant Certification.** The Grantee will ensure that Owners certify residents at least annually and verify their income through the Enterprise Income Verification (EIV) system. Access to the EIV system is provided by HUD and requires a secured password. Grantees shall refer Owners to consult HUD’s portal to obtain authorization to use the EIV system at [http://portal.hud.gov/hudportal/HUD?src=/programs/offices/public\\_indian\\_housing/programs/ph/rhiip/uivsystem](http://portal.hud.gov/hudportal/HUD?src=/programs/offices/public_indian_housing/programs/ph/rhiip/uivsystem).

**F. TRACS - Tenant Rental Assistance Certification System.** The Tenant Rental Assistance Certification System (TRACS) is a computer system created by HUD that enables Grantee to electronically submit their monthly tenant certifications and voucher information. Grantees are required to use software that interfaces with

TRACS for these submissions in order to ensure that all tenant and contract data is accurate and current. Based on the Grantee's TRACS submissions, HUD calculates a development's monthly rental subsidy and wires the payments to the Grantee, for the benefit of the property. The Grantee shall consult HUD's portal to obtain authorization to use the TRACS system at

<http://portal.hud.gov/hudportal/HUD?src=/programoffices/housing/mfh/trx/trxsum>

**G. Rent Increase Request Requirements.** The Grantee will ensure that at the anniversary of the RAC, Owners of Eligible Multifamily Properties submit a written request to the Grantee to obtain an annual increase of pre-renewal gross rent (including utilities, if applicable). The Grantee will review and approve each written request and ensure that the approved annual rent adjustment coincides with Part II of the RAC, section 2.7(b). The Grantee will document the approved contract rent increase and utility allowance adjustment (if applicable) on a rent schedule (Form HUD-92458) and update iREMS with the approved rent increase.

**H. Special Claims.** Grantees can determine whether to include payment of vacancies for Owners of 811 PRA multifamily developments, but in no case may vacancy payments exceed 80% of contract rent for up to 60 days for each vacancy.

## **XVI. HUD OVERSIGHT AND INTERNAL CONTROL**

**A. HUD's Involvement.** HUD will have ongoing involvement in the review, development, approval and targeting of the work to be carried out under this Agreement. HUD's involvement may include but is not limited to: (1) conducting evaluation and research; (2) reviewing Grantee's administrative process as it relates to implementing the PRA, including review of Grantee's forms, verifications, and other documentation; (3) reviewing outreach and training materials belonging to the Grantee. The Grantee understands HUD's desire for involvement and will timely and cooperate fully. HUD will provide instructions and guidance on the requirements for data and program materials for any and all HUD reviews and evaluations in a timely manner.

**B. Fraud Monitoring.** Grantee is solely responsible for the administration, management and oversight of the Grant and the program as described in this Agreement, including Owners of Eligible Multifamily Properties. Grantee shall monitor Owners to ensure that program and audit requirements are met as delineated in 24 CFR part200.

Grantee acknowledges that HUD or its designees may develop and implement practices to monitor and detect fraud related to PRA, and any successor program, and to monitor compliance of authorizing laws, as well as other laws that govern these funds. Grantee covenants that it will fully and promptly cooperate with HUD's or its designees' inquiries about any alleged, perceived, or actual fraud and comply with any anti-fraud and legal compliance procedures which HUD may require.

- C. Internal Control Reviews. Grantee shall provide HUD or its designee with access to all internal control reviews and reports that relate to the PRA, including those proposed by independent auditing firms and state auditors, to enable HUD to examine Grantee for compliance with applicable provisions of PRA Program, this Agreement, and applicable laws. A copy of the reviews and reports will be provided to HUD upon request.

## **XVII. CONFLICT OF INTEREST**

- A. General Requirements. Grantee, where applicable, shall comply with the conflict-of-interest requirements in 2 CFR part 200.
- B. HUD Reform Disclosures. Grantee shall comply with the disclosure requirements of section 102(b) of the HUD Reform Act of 1989 (42 U.S.C. § 3545(b)) and its implementing regulations, 24 CFR part 4. To initially satisfy this requirement, Grantee shall complete the form HUD-2880, Applicant/Recipient Disclosure Update Report, and this completed Form is hereby incorporated into this Agreement. Grantee shall update the form HUD-2880 as required by the HUD Reform Act of 1989 and 24 CFR § 4.11.

## **XVIII. LIMITATIONS ON USE OF APPROPRIATE FUNDS TO INFLUENCE CERTAIN FEDERAL CONTRACTING AND FINANCIAL TRANSACTIONS**

Under 31 USC § 1352 none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any Federal action.

## **XIX. DEFAULTS AND REMEDIES**

- A. Grantee Events of Default. Any of the following shall be an Event of Default:
1. Any material failure by Grantee to comply with this Agreement or the Program Requirements.
  2. The failure by Grantee to expend the Grant in a timely manner without providing an adequate explanation, as approved by HUD.
  3. Any material misrepresentation, by the Grantee at any time which, if known by HUD, would have resulted in the Grant not being awarded the Grantee or the funds not being disbursed from HUD.

B. Notice of Default. HUD shall give Grantee written notice of the occurrence of an Event of Default and a reasonable opportunity but at least 30 days to take corrective action. The notice shall identify: (1) the Event of Default, (2) the required corrective action by Grantee, (3) the date by which the corrective action must be taken, and (4) the consequences for failing to take corrective action.

C. Remedies. If the Event of Default is not remedied by the Grantee, HUD may take any of the following action(s):

1. Terminate this Agreement and may assume Grantee's rights and obligations under the RAC;
2. Temporarily suspend providing the Grant to the Grantee;
3. Suspend any Grant amounts held by Grantee;
4. Impose special additional requirements or conditions on the Grantee, subject to 2 CFR part200, as part of Grantee's required corrective action

## **XX. DEPOSITORY AGREEMENT**

A. Grant amounts shall be promptly deposited with a financial institution whose deposits are accounts insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund.

B. The Grantee shall enter an agreement with the depository institution.

C. The Grantee may only withdraw deposited Grant amounts pursuant to this Agreement.

If HUD determines that the Grantee has committed any default under the Agreement and has given the Grantee notice of such determination and a reasonable opportunity to cure, and HUD, at its sole discretion, determines that the Grantee fails to cure the default, then HUD may issue a letter of default and collect any amounts due in accordance with 2 CFR Part 200. To expedite repayment to HUD, Grantee shall permit HUD to withdraw Section 811 PRA funds from the Grantee's account upon notice from HUD and receipt of the Automated Clearing House (ACH) identification number and amount due.

## **XXI. FIDELITY BOND COVERAGE**

The Grantee shall carry adequate fidelity bond coverage, as required by HUD, to compensate the Grantee and HUD for any theft, fraud or other loss of program property resulting from action or non-action by Grantee officers or employees or other individuals with administrative functions or responsibility for contract administration under the Agreement. HUD will allow the Grantee to utilize the Grantee's state self-

insurance/fidelity bond program upon evidence that under the state program the Grantee and HUD shall also be compensated for any theft, fraud, or other loss of program property resulting from the misconduct of Grantee's employees. Evidence may come in the form of an opinion letter from the Grantee's legal counsel or director indicating the state law authorizing the coverage and that the coverage includes the Grantee and any contracts entered into by the Grantee.

## **XXII. PROGRAM RECORDS**

- A. The Grantee shall maintain complete and accurate accounts and other records related to operations under the Agreement. The records shall be maintained in the form and manner required by HUD, including requirements governing computerized or electronic forms of recordkeeping. The accounts and records shall be maintained in a form and manner that permits a speedy and effective audit.
- B. The Grantee shall maintain complete and accurate accounts and records for each RAC.
- C. The Grantee shall furnish to HUD such accounts, records, reports, documents and information at such times, in such form and manner, and accompanied by such supporting data, as required by HUD, including electronic transmission of data as required by HUD.
- D. The Grantee shall furnish HUD with such reports and information as may be required by HUD to support HUD data systems.
- E. HUD and the Comptroller General of the United States, or their duly authorized representatives, shall have full and free access to all Grantee offices and facilities, and to all accounts and other records of the Grantee that are relevant to Grantee operations under the Agreement, including the right to examine or audit the records and to make copies. The Grantee shall provide any information or assistance needed to access the records.
- F. HUD may review and audit Grantee performance of its responsibilities under the Agreement. The Grantee shall comply with Federal audit requirements. The Grantee shall engage an independent public accountant to conduct audits that are required by HUD. The Grantee shall cooperate with HUD to promptly resolve all audit findings, including audit findings by the HUD Inspector General or the General Accounting Office.
- G. Grantee shall comply with the requirements for record retention and access to records specified in the applicable regulations in 2 CFR part 200, as well other applicable provisions of part 200. As a condition of funding, the Grantee is required to provide documentation as to their financial management systems. Grantee may also be subject to record retention requirements under other applicable laws and regulations, including but not limited to, the nondiscrimination regulations cited in section XXIII of this Agreement.

### **XXIII. EQUAL OPPORTUNITY**

- A. The Grantee shall comply with all equal opportunity requirements imposed by Federal law, including applicable requirements under:
1. The Fair Housing Act, 42 U.S.C. 3601-3619 (implementing regulations at 24 CFR parts 100 et seq.).
  2. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (implementing regulations at 24 CFR part 1).
  3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (implementing regulations at 24 CFR part 8).
  4. \*\*\*Title II and Title III of the Americans with Disabilities Act, as applicable, 42 U.S.C. 12131-12134 (implementing regulations at 28 CFR part 35).
  5. The Age Discrimination Act, 42 U.S.C. 6101-6107 (implementing regulations at 24 CFR part 146).
- B. The Grantee, where applicable, shall submit a signed certification to HUD that it shall comply with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act.
- C. The Grantee shall cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to applicable civil rights statutes, Executive Orders, and related rules and regulations.

### **XXIV. EXCLUSION OF THIRD-PARTY RIGHTS**

- A. Eligible Applicants and Tenants and Owners of Eligible Multifamily Properties described in the Agreement are not a party to or a third-party beneficiary of the Agreement.
- B. Nothing in the Agreement shall be construed as creating any right of any third party to enforce any provision of the Agreement, or to assert any claim against HUD or the Grantee.

### **XXV. AMENDMENTS**

No changes in the Cooperative Agreement may be made except in writing signed by both HUD and the Grantee. Additionally, the Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with all statutory requirements, and with all HUD requirements, including regulatory and administrative requirements, as may be amended from time to time.



## XXVI. SECURITY OF CONFIDENTIAL INFORMATION

Systems Confidentiality Protocols. The Grantee must undertake customary and industry standard efforts to ensure that the systems developed and utilized under this Agreement protect the confidentiality of every Eligible Applicants' and Eligible Tenants' personal and financial information, both electronic and paper, including credit reports, whether the information is received from the Eligible Applicants', Tenants' or from another source. The Grantee must undertake customary and industry standard efforts so that neither they nor their systems vendors disclose any Eligible Applicants' or Tenants' personal or financial information to any third party, except for authorized personnel in accordance with this Agreement, without their consent.

## XXVII. ADDITIONAL CONTRACT PROVISIONS

In cases where the Grantees awards to non-profit organizations, such contracts awarded by Grantee shall contain the appropriate provisions set forth in Appendix II 2 CFR Part 200, titled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

## XXVIII. CLOSEOUT

A. General. The Grantee shall provide HUD with closeout documentation within 90 days after the end of the Performance Period, or within 90 days of termination of this Agreement, which will include, without limitation, the following:

1. Final Narrative Report summarizing activities conducted under the Grant, including significant outcomes resulting from the Grant activities and problems encountered during the Performance Period; and/or
2. A final Federal Financial Report.

B. Subsequent Adjustments and Continuing Responsibilities. Further to the applicability of 2 CFR Part 200, at the end of the Performance Period, upon the earlier termination of this Agreement, the Grantee remains subject to the closeout procedures, subsequent adjustments and continuing responsibilities. All records must be kept in a safe place and be accessible to auditors and other government officials.

## XXIX. MISCELLANEOUS

A. No waiver. No delay or omission by HUD to exercise any right or remedy available to it under this Agreement or applicable law or to insist upon strict compliance by the Grantee with its obligations hereunder shall impair any such right or remedy or constitute a waiver of HUD's right to demand exact compliance with the terms of this agreement.

- B. Waiver of Jury Trial. Each of the parties hereto expressly waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, any other principal agreement, or under any amendment, instrument, or document delivered or that may in the future be delivered in connection herewith or arising from any such action or proceeding shall be tried before a Federal court and not before a jury.
- C. Counterparts. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of each of the parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.
- D. Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- E. Further Assurances. Each party hereto may execute and deliver such additional documents as may be necessary or desirable to consummate the rights and obligations contemplated by this Agreement.
- F. Parties in Interest; Assignment. This Agreement shall not be assigned by the Grantee without the prior written consent of HUD.
- G. Relationship of the Parties. Neither of the parties is an agent of the other party and neither party has the authority to represent or bind the other party to anyone else as to any matter.
- H. Survival. Any provisions of this Agreement that expressly or by their operation should reasonably continue to apply to a party after the termination or suspension (in whole or in part) of this Agreement shall continue in full force and effect for such time as is necessary to fully carry out the intent of such provisions.
- I. Applicable Laws. This Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with all statutory requirements, and with all HUD requirements, including regulatory and administrative requirements including 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- J. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

K. Entire Agreement. This Agreement constitutes the entire agreement by and between Grantee and HUD with respect to the Grant, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, by and between Grantee and HUD with respect to this Agreement.

L. Debarment. Neither Grantee nor any entity participating in the administration of the program is or will be debarred from doing business with the Federal Government.

GRANTEE

UNITED STATES DEPARTMENT  
OF HOUSING AND URBAN  
DEVELOPMENT

By: \_\_\_\_\_

State or Commonwealth of \_\_\_\_\_

State of Maryland

By: **TOBIAS  
HALLIDAY**

Digitally signed by TOBIAS  
HALLIDAY  
Date: 2021.09.27 08:19:13  
-04'00'

Name: Tobias J. Halliday

Title: Director, Office of Asset  
Management and Portfolio  
Oversight

Authorized Official

Name: *Kenneth G. Holt*

Title: *Secretary*

## ATTACHMENTS

- Exhibit 1 Definitions
- Exhibit 2 Fiscal Year 2019 Section 811 Project Rental Assistance NOFA
- Exhibit 3 Inter-Agency Partnership Agreement
- Exhibit 4 Grantee Program Description (Identifying Grant Amount, Total Assisted Units & Identification of Other Parties Assisting Grantee in Executing the Cooperative Agreement)
- Exhibit 5 Program Guidelines
- Exhibit 6 Budget / Schedule
- Exhibit 7 Agreement to Enter into Rental Assistance Contract, Form HUD-92240-PRA
- 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 Project Rental Assistance Model Lease, Form HUD-92236-PRA
- Exhibit 11 Use Agreement, Form HUD-92238-PRA
- Exhibit 12 Grantee Addendums

## Exhibit 1 of the Cooperative Agreement

### DEFINITIONS

[NOTE: The definitions below are applicable to the Section 811 Project Rental Assistance program (811 PRA) and related contracts, such as the Cooperative Agreement and Exhibits, including the Rental Assistance Contract and Program Guidelines. All the terms below do not necessarily appear in every 811 PRA document.]

- A. Act means the Consolidated Appropriations Act, 2018 (Pub. L. No. 115-14) and the Further Consolidated Appropriation Act, 2020 (Pub. L. No. 116-94). The PRA Program is authorized under 42 U.S.C. § 8013(b)(3)(A).
  
- B. Administrative Costs are allowable at a rate of no more than eight (8) percent of the rental assistance Grant amount awarded, unless approved by HUD. These funds may be used for planning and other costs associated with developing and operating the Section 811 PRA program, including infrastructure and technology needed to operate the program and costs incurred after applicant's receipt of an Award Letter from HUD and before the execution of the Cooperative Agreement. The costs can include both direct and indirect costs. If a Grantee includes administrative costs in their budget as a direct cost, they cannot charge these costs as part of their indirect cost rate as well and should instruct their auditor or the government auditor setting the rate of the availability and use of the administrative costs as described in the NOFA.
  
- C. Agreement means the Cooperative Agreement, Exhibits, and Addendum(s), if any, and any amendment to the documents.
  
- D. Annual Income as defined in 24 CFR part 5.
  
- E. Assisted Units means rental units made available to or occupied by Eligible Tenants in Eligible Multifamily Properties receiving assistance under 42 U.S.C. § 8013(b)(3)(A).
  
- F. Closeout means the process by which HUD determines that all applicable administrative actions and all required work of the Agreement have been completed by Grantee and HUD. The closeout can occur after the period of performance or sooner if necessitated under the Agreement.
  
- G. Contract Administrator may mean the Grantee's designated entity to administer the 811 PRA.
  
- H. Contract Rent means the total amount of rent specified in the Rental Assistance Contract (RAC) as payable to the Owner for the Assisted Units.

- I. Contract Rent Adjustment means the contract rent that is adjusted at the anniversary of the Rental Assistance Contract (RAC). The contract rent adjustment must be approved in accordance with the RAC and HUD requirements.
- J. Decent, Safe, and Sanitary means such housing that meets the physical condition requirements of 24 CFR part 5, subpart G.
- K. Eligible Applicants means an Extremely Low-Income Person with Disabilities, between the ages of 18 and 62, and Extremely Low-Income Families, which includes at least one Person with a Disability, who is between the ages of 18 and 62 at the time of admission. The Person with a Disability must be eligible for community-based, long-term care services as provided through Medicaid waivers, Medicaid state plan options, comparable state funded services or other appropriate services related to the type of disability(ies) targeted under the Inter-Agency Partnership Agreement. The Inter-Agency Agreement describes the specific target population eligible for the Grantee's program. The target population can be revised with HUD approval.
- L. Eligible Families shall have the same meaning as "Eligible Tenant".
- M. Eligible Multifamily Properties means any new or existing property owned by a nonprofit, public, or a private entity with at least 5 housing units. Financing commitments have been made by the Eligible Applicants or any housing agency currently allocating: LIHTC under Section 42 of the Internal Revenue Service Code of 1986 (IRC) or any state housing or state community development agency allocating and overseeing assistance under the HOME Investment Partnerships Act (HOME); and/or any federal agency or any state or local government program. Development costs, if any, are paid with other public or private resources. Section 811 and Section 202 Capital Advances may not be used. Properties with existing use restrictions for persons with disabilities are not eligible unless such PRA Funds are being used to support other units in the building without such restrictions. Existing units receiving any form of long-term (longer than 6 months), project-based operating housing subsidy, such as assistance under Section 8, within a six-month period prior to receiving Rental Assistance Payments are ineligible to receive this assistance. In addition, units with use agreements requiring housing for persons 62 or older would not be eligible to receive Rental Assistance Payments.
- N. Eligible Tenants means Eligible Applicants who are being referred to available Assisted Units in accordance with a Grantee's Inter-Agency Agreement and from whom community-based, long-term care services are available at time of referral. Such services are voluntary; referral shall not be based on Eligible Tenant's willingness to accept or not accept such services.
- O. Extremely Low-Income means annual income which does not exceed thirty percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent of the median income for the area if HUD finds that such variations are necessary because of

unusually high or low family incomes. HUD's income exclusions, as defined under 24 CFR § 5.609, apply in determining income eligibility at the time of admission and in calculating the Eligible Tenant's income during the interim/annual recertification stages.

- P. Grant means the funds made available by HUD to the Grantee for purposes of providing long-term rental supportive rental assistance for Eligible Tenants. The Grant will fund the difference between the Contract Rent and the Tenant Rent for the Assisted Units. The term "PRA Funds" shall have the same meaning as Grant.
- Q. Grantee means the applicant selected by HUD under a Section 811 PRA (PRA) Notice of Funding Availability to administer the Section 811 PRA program, or any successor program. Grantee shall be a state housing agency or other appropriate entity, as approved by HUD.
- R. HUD means the Department of Housing and Urban Development.
- S. Inter-Agency Partnership Agreement means the formal structure for collaboration to participate in the state's PRA Program to develop permanent supportive housing for extremely low-income persons with disabilities. This Partnership Agreement must include the Grantee and the state agency that is charged with administering State Health and Human Services programs and policies, and the State's Medicaid programs. In states where the State Health and Human Service Agency is not also the State Medicaid Agency, both agencies' participation must be evidenced. The agreement must include: 1) detailed description of the target population(s) to be served, 2) methods for outreach and referral, and 3) a commitment to make appropriate services available for residents in PRA units in multifamily properties. In the agreement, states must identify the available state administered services and other appropriate services and describe how such services will be made available to the tenants. Participation in any available supportive services is voluntary.
- T. Notice of Funding Availability (NOFA) means the Fiscal Year 2019 Section 811 Project Rental Assistance NOFA published on 10/9/2019. For the purpose of this Agreement, the only sections I through III, VII and IX are applicable.
- U. Owner means the nonprofit, public, or for-profit entity which owns the Eligible Multifamily Property.
- V. Persons with Disabilities shall have the same meaning as defined under 42 U.S.C. § 8013(k)(2) and shall also include the following, as found in 24 CFR § 891.305:

A person who has a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)), i.e., if he or she has a severe chronic disability which:

- (i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) Is manifested before the person attains age twenty-two;
- ( ) Is likely to continue indefinitely;

(iv) Results in substantial functional limitation in three or more of the following areas of major life activity:

- (a) Self-care;
- (b) Receptive and expressive language;
- (c) Learning;
- (d) Mobility;
- (e) Self-direction;
- (f) Capacity for independent living;
- (g) Economic self-sufficiency; and
- (h) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; or

A person with a chronic mental illness, i.e., a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and which impairment could be improved by more suitable housing conditions; or

A person infected with the human acquired immunodeficiency virus (HIV) and a person who suffers from alcoholism or drug addiction, provided they meet the definition of "person with disabilities" in 42 U.S.C. § 8013(k)(2).

A person whose sole impairment is a diagnosis of HIV positive or alcoholism or drug addiction (i.e., does not meet the qualifying criteria in section 811 (42 U.S.C. § 8013(k)(2)) will not be eligible for occupancy in an Assisted Unit.

- W. Program Requirements means NAHA, the statutory requirements under a successor program, the NOFA, and any requirements that may be required by HUD, including but not limited to regulations, and administrative requirements that may be in the form of notices, handbooks, or guidebooks, as may be amended from time to time.
- X. Rental Assistance Payments means the payment made by the Grantee or Contract Administrator to the Owner, as provided in the Rental Assistance Contract. Where the Assisted Unit is leased to an Eligible Tenants, the payment is the difference between the Contract Rent and the Tenant Rent. An additional payment is made to or on behalf of the Eligible Tenant when the Utility Allowance is greater than the total tenant payment. A vacancy payment may be made to the Owner when an Assisted Unit is vacant, in accordance with the Rental Assistance Contract and Program Requirements.
- Y. Rental Assistance Contract (RAC) is the contract (form HUD-92235-PRA and form HUD-92237-PRA), as prescribed by HUD, between the Grantee and the Owner of the Eligible Multifamily Property which sets forth the rights and duties of the parties with respect to the Assisted Units in the Eligible Multifamily Property.
- Z. Target Population means the specific group or groups of Eligible Applicants and Tenants described in the Grantee's Inter-Agency Partnership Agreement who are intended to be



solely served or to be prioritized under the Grantee's Program.

- AA. Tenant Rent as defined in 24 CFR part 5.
- BB. Total Tenant Payment as defined in 24 CFR part 5.
- CC. Utility Allowance has the same meaning as defined in 24 CFR part 5.
- DD. Uniform Physical Condition Standards (UPCS). Uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair. UPCS requires that items in five categories (site, building exterior, building systems, dwelling units, and common areas) and as more specifically described in 24 CFR § 5.703 must be inspected in any physical inspection of the property.

The public reporting burden for this collection of information is estimated to average 1 hour, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0608. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. This collection of information is required, under Pub L. 111-374, to assist HUD in determining an applicant's eligibility and capacity to administer Project Rental Assistance Program funds to qualified multifamily rental owners for housing for persons with disabilities consistent with prescribed statutory and regulatory criteria for Direct Endorsement lenders to perform quality control reviews of loans originated by sponsored third party originators and to self-report findings of fraud, material misrepresentation, and other material findings to FHA. The information collected will be used to evaluate applications and make selection recommendations. No assurances of confidentiality are provided for this information collection.

