

**LA PSH INITIATIVE
CoC Program RENTAL ASSISTANCE AGREEMENT**

This Rental Assistance Agreement ("*Agreement*") is entered into between _____ ("*SA*") and _____ ("*Owner*"). The purpose of this Agreement is to assist the Individual identified in Section 1(A) to lease a decent, safe, and sanitary dwelling Unit from the Owner. The SA will make housing assistance payments to the Owner on behalf of the Individual in accordance with this Agreement. The SA has executed an Agreement with the Louisiana Housing Corporation (LHC). Under this Agreement, LHC has agreed to provide financial assistance to the SA to make housing assistance payments on behalf of eligible individuals.

1. CONTRACT UNIT, INDIVIDUAL, AND LEASE

A. This Agreement applies only to the Individual(s) and the dwelling Unit ("*Contract Unit*") designated in this section.

Contract Unit: _____

(Address of Contract Unit, including apartment number, if any, City, State & Zip)

Individual(s): _____

B. The Owner shall lease the Contract Unit to the Individual. The Lease to be executed by the Individual and the Owner for the Contract Unit has been approved by the SA and shall be executed in the form approved. The Lease shall contain all provisions required by Louisiana State law, and shall not contain any prohibited by Louisiana State laws.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on _____ (Insert the first day of the initial rental period).

3. RENT; HOUSING ASSISTANCE PAYMENT

(A) The total monthly rent payable to the Owner during the term of this Agreement is called the "*Contract Rent*". Initially and until adjustment of the

Contract Rent in accordance with Section 8 of this Agreement, the Contract Rent will be \$_____per month.

- (B) The portion of the Contract Rent payable by the Individual ("Tenant Rent") will be an amount determined by the SA in accordance with HUD regulations and requirements. This amount is the maximum amount the Owner can require the Individual to pay for rent of the Contract Unit, including all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the Tenant Rent is subject to change during the term of the Agreement. Any changes in the amount of the Tenant Rent will be effective on the date stated in a notification by the SA to the Individual and the Owner. Initially and until such change, the Individual shall pay \$_____ per month to the Owner as the Tenant Rent.
- (C) Each month the SA shall make a housing assistance payment to the Owner on behalf of the Individual in accordance with this Agreement. The monthly housing assistance payment is equal to the difference between the Contract Rent and the Tenant Rent. The amount of the housing assistance payment shall be determined by the SA. Any change in the amount of the housing assistance payment shall be effective as of the date stated in a notification by the SA to the Individual and the Owner. Initially and until such change, the amount of the housing assistance payment shall be \$_____ per month. Neither the SA, nor LHC assumes any obligation for the Tenant Rent, or for payment of any claim by the Owner against the Individual, except in accordance with Section 6. The obligation of the SA is limited to making housing assistance payments on behalf of the Individual in accordance with this Agreement.
- (D) The housing assistance payments to the Owner will continue during the term of this Agreement until the Tenant Rent equals the total Contract Rent. However, the termination of an Individual's housing assistance payments shall not affect the Individual's other rights under the Lease, nor shall such termination preclude the resumption of payments as a result of changes in income or rent or other relevant circumstances during the term of the Agreement. However, if one year has passed since the date of the last housing assistance payment on behalf of the Individual, this Agreement shall terminate.
- (E) The SA may terminate housing assistance payments under this Agreement, because of action or inaction by the Individual in the following cases: (1) if the Individual has committed any fraud in connection with any federal housing

assistance programs, (2) if the Individual has violated any of his or her obligations under the CoC Program, or (3) if the Individual has breached an Agreement with the SA. The SA shall notify the Owner in writing of its decision to terminate housing assistance payments in such case, and housing assistance payments pursuant to the Agreement shall terminate at the end of the calendar month in which the SA gives such notice to the Owner. (For provisions on termination of housing assistance payments, and other remedies, because of Owner's breach of the Agreement, see Section 13.)

4. MAINTENANCE, OPERATION AND INSPECTION

- (A) The Owner agrees to maintain and operate the Contract Unit and related facilities to provide decent, safe and sanitary housing in accordance with local and state requirements, including the provision of all the services, maintenance and utilities as agreed to in the Lease. If the SA determines that the Owner is not meeting his obligation, the SA shall have the right, even if the Individual continues in occupancy, to terminate or reduce housing assistance payments to the Owner, and to terminate the Agreement.
- (B) The SA and/or his/her designee shall have the right to inspect the Contract Unit and related facilities at lease annually and at such other times as may be necessary, in the determination of the SA, to assure that the Unit is in decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the Lease.
- (C) Maintenance and replacement (*including redecoration*) shall be in accordance with the standard practice for the building concerned as established by the Owner.

5. MONTHLY PAYMENT TO OWNER

- (A) The owner shall be paid under this Agreement on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:
 - (1) Shall be conclusive evidence that the Owner has received the full amount of the housing payment is due. The Owner agrees that the endorsement on the check:
 - (2) Shall be a certification by the Owner that:

- (i) the Contract Unit is in decent, safe, and sanitary condition and the Owner is providing all the services, maintenance and utilities as agreed to in the Lease.
- (ii) the Contract Unit is leased to the Individual named in Section 1(a), and the Lease is in accordance with Section 1(B),
- (iii) the Contract Rent does not materially exceed rents charged by the Owner for other comparable unassisted units,
- (iv) except for the housing assistance payment and the Tenant Rent as provided under the Agreement, the Owner has not received and will not receive any payments or other consideration as rent for the Contract Unit,
- (v) the Individual and the SA do not own, or have any interest in the Contract Unit, and,
- (vi) except with respect to payment for a vacant Unit in accordance with, and subject to conditions of, Section 7, to the best of the Owner's knowledge, the Individual occupies the Contract Unit, and the Unit is used solely for residence by him or her, and as the Individual's principal place of residence.

(B) If the SA determines that the Owner is not entitled to the payment or any part of it, the SA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner, including amounts due under any other housing assistance payment contract.

6. SECURITY DEPOSITS, SA REIMBURSEMENT FOR UNPAID RENT & DAMAGES

(A) The Owner will comply with the State of Louisiana regulations regarding security deposits from a tenant, and shall not collect a security deposit that is more than the maximum amount permitted.

(B) After the Individual moves from the Contract Unit, the Owner may (*subject to State and local law*) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid Tenant Rent or other amounts which the Individual owes under the Lease. The Owner will give SA staff a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the SA.

- (C) If the Owner did not collect a security deposit, the Owner may request reimbursement from the SA for an amount not to exceed one month's Contract Rent.
- (D) The amount refunded shall include the amount of interest payable. The Owner shall comply with all State and local laws regarding interest payments on security deposits.
- (E) To make a claim under this section, the Owner shall immediately notify the SA when the Individual has moved from the Contract Unit. The Owner shall submit to the SA, as soon as possible, written documentation supporting the claim for reimbursement, including evidence of actual costs of required repairs. The SA has the right to inspect the Unit with the Owner to determine the extent of any damage.

7. PAYMENT FOR VACATED UNIT

Housing Assistance Payments shall be made by the SA to the Owner under this Agreement only for the period during which the Contract Unit is leased and occupied by the Individual during the term of the Agreement except as follows:

- (A)
 - (1) If the Individual moves from the Contract Unit in violation of the Lease, the Owner shall receive the housing assistance payment due under the Agreement for so the remainder of the month in which the Individual moves from the Unit as the Unit remains vacant.
 - (2) If the Owner evicts the Individual, the Owner shall not be entitled to any payment under this section unless the SA determines that the Owner complied with all the requirements of the Agreement (*including section 9 on termination of tenancy*) and all applicable State and local laws.
- (B) The Owner shall not be entitled to any payment for the vacated Unit unless the Owner (1) immediately upon learning of the vacancy has notified the SA of the vacancy, (2) has taken and continues to take all feasible actions to fill the vacancy including, but not limited to, contacting applicants on the Owner's waiting list, if any; requesting the SA and other appropriate sources to refer eligible applicants; and advertising the availability of the Unit, and (3) has not rejected any eligible applicant except for grounds acceptable to the SA. To be eligible for payments under this section, the Owner is not required to rent this Unit to a

Certificate or voucher holder in the LA PSH Initiative. However, see section 10 regarding discrimination.

- (C) The Owner shall not be entitled to any payment for the vacated Unit to the extent that the Owner is entitled to payment from other sources.

8. RENT ADJUSTMENTS

- (A) If the Contract Unit is in a decent, safe, and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and this Agreement, the Contract Rent shall be adjusted as follows:
 - (1) The Contract Rent shall be adjusted as of any annual anniversary date of the Agreement using applicable Section 8 Annual Adjustment Factor as published by HUD. The Contract Rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract Rent on the effective date of this Agreement.
 - (2) The SA upon approval from LHC may approve a special adjustment to reflect increases in actual and necessary expenses of owning and maintaining the Unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that the general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in paragraph (A) (1) of this section. The Owner shall submit financial statements to the SA that clearly support the increase.
- (B) Adjustments as provided in paragraph (A) of this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

9. RESTRICTION ON LEASING TO RELATIVES

- (A) The SA must not approve a unit if the owner is the parent, child, grandparent, sister or brother of any member of the family, unless the Subsidy Administrator determines that approving the unit would provide reasonable accommodations for a family member who is a person with disabilities.
- (B) The Owner understands that any fraudulent information or withholding relevant information, will be grounds for

termination of this HAP contract and will be turned in for prosecution for violating, a federal law.

9. TERMINATION OF TENANCY

- (A) The Owner shall not terminate the tenancy of the Individual except for:
 - (1) Serious or repeated violation of the terms and conditions of the Lease;
 - (2) Violation of Federal, State or local law which imposes obligations on the Individual in connection with the occupancy and use of the dwelling Unit and surrounding premises; or
 - (3) Other good cause.

- (B) The Owner may evict the Individual from the Contract Unit only by instituting a court action. The Owner must notify the SA in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Individual under State or local law. The notice to the SA may be given by furnishing to the SA a copy of the notice to the Individual.

10. NONDISCRIMINATION IN HOUSING

- (A) The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex sexual orientation, handicap or national origin. Unwed parents, individuals with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in, or be denied the benefits of, the LA PSH Initiative because of such status.

- (B) The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

- (C) The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 200d *et seq.*

- (D) In accordance with any rules and regulations issued under Section 504 of the Rehabilitation Act of 1973, the Owner shall not discriminate against any person on the basis of handicap.

- (E) The Owner shall comply with any rules and regulations under the Age Discrimination Act of 1975.

11. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS

The owner shall cooperate with the SA and the LHC in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

12. SA AND LHC ACCESS TO PREMISES AND OWNER'S RECORDS

(A) The Owner shall provide any information pertinent to this Agreement to the SA which may reasonably be required.

(B) The Owner shall permit the SA or any of their authorized representatives to have access to any book, documents, papers and records of the Owner to the extent necessary to determine compliance with this Agreement only, including the verification of information pertinent to the housing assistance payments.

13. RIGHTS OF THE SA IF OWNER BREACHES THE AGREEMENT

(A) Any of the following actions by the owner (including a principal or interested party) shall constitute a breach of the Agreement:

- (1) If the Owner has violated any obligation under this Agreement, including the Owner's obligation to maintain the unit in accordance with HQS;
- (2) If the Owner has violated any obligation under any other HAP contract under the LA PSH Initiative;
- (3) If the Owner has demonstrated any intention to violate any obligation under this Agreement;
- (4) If the Owner has committed any fraud or made any false statement to the SA in connection with the Agreement.
- (5) If the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program;
- (6) If the Owner has engaged in any drug related criminal activity or any violent criminal activity; or
- (7) Tenant Payment to the Owner:
 - a. The Owner may not charge or accept, from the Tenant or from any source, any payment for rent of the unit in addition to the rent agreed by the SA and Owner.
 - b. The Owner must immediately return any excess rent payment to the Tenant.

(B) If the SA determines that a breach has occurred, the SA may exercise any of its rights or remedies under the Agreement. The SA shall notify the Owner in

writing of such determination, including a brief statement of the reasons for the determination. The notice by the SA to the Owner may require the Owner to take corrective action (*as verified by the SA*) by a time prescribed in the notice. The SA's rights and remedies under the Agreement include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Agreement.

(C) Any termination or reduction of housing assistance payments, or termination of the Agreement by the SA in accordance with this Agreement, shall be effective as provided in a written notice by the SA to the Owner.

(D) The SA's exercise or non-exercise of any remedy for Owner breach of this Agreement shall not constitute a waiver of the right to exercise that or any other action or failure to act by the owner.

(E) Acceptable Remedies for the Owner's Breach of Contract

(1) The SA's right and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement of other reduction of housing assistance payments, termination of housing assistance payment, and termination of the HAP contract.

(2) The SA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

14. SA RELATION TO THIRD PARTIES

(A) The SA does not assume any responsibility for, or liability to, any person injured as a result of the Owners action or failure to act in connection with the implementation of this Agreement, or as a result of any other action or failure to act by the Owner.

(B) The Owner is not the agent of the SA, and this Agreement does not create or affect any relationship between the SA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Agreement.

- (C) Nothing in this Agreement shall be construed as creating any right of the Individual or other third party to enforce any provision of this Agreement, or to assert any claim against the SA, LHC or the Owner under this Agreement.

15. CONFLICT OF INTEREST PROVISIONS/IDENTITY OF INTEREST

- (A) No present or former member or officer of the SA, no employee of the SA who formulates policy or influences decisions with respect to the LA PSH Initiative, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the LA PSH Initiative shall have any direct or indirect interest, during this person's tenure or provision may be waived by LHC for good cause.

- (B) The undersigned hereby certifies that, except as the relationship noted below, there is not now, nor does the undersigned contemplate that there will be, any identity of interest between the Owner and /or property manager under the LA PSH Initiative and any members of the SA or their families, it's staff, a member of Congress, or an office of the employee of the Congress.

- (C) All references to "identity of interest" herein are made in the context of the definition below, which has been read by the Owner's representative.

- (D) Identity of interest between the Owner or property manager as parties of the first part and the members of the SA or their families, it's staff, a member of Congress, or an office of the employee of the Congress as the parties of the second part will be construed as existing under any of the following conditions:

- (1) When there is any financial interest in or family relationship between the Owner and the SA.
- (2) When one or more of the officers, directors or stockholders of the Owner is also an officer, director, or stockholder of or has financial interest in the SA.
- (3) When the SA advances any funds of the Owner.
- (4) When the any party of the SA takes stock or any interest in the Owner as payment.
- (5) When any of the above stated interrelationships exist between the Owner and the SA.

(6) When there exist or come into being any side deals, agreements, amending, or undertakings entered into or contemplated, thereby altering, amending, or any of the cost related to amounts used to calculate contract rent.

(7) When any relationship exist which would give the Owner or manager control or influence over the contract rents of this HAP Agreement.

(8) Exceptions to certification (if "None", So state) None: _____ (X w/ initials)

Name _____ Relationship to Second Part _____

Name _____ Relationship to Second Part _____

16. TRANSFER OF THE AGREEMENT

The Owner has not made and will not make any transfer in any form of this Agreement without the prior written consent of the SA. A change in ownership of the PROPERTY, such as a stock transfer or transfer of the interest of a general partner, or sale, is subject to the provisions of this Agreement. The SA may give its consent to a transfer of the Agreement if all parties agree in writing (*in a form acceptable to the SA*) to comply with all the terms and conditions of this Agreement.

17. CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS

The right of the Owner to receive housing assistance payments under this Agreement shall be subject to compliance with all the provisions of this Agreement.

18. ENTIRE AGREEMENT; INTERPRETATION

(A) This Agreement contains the entire agreement between the Owner and the SA. No changes in this Agreement shall be made except in writing signed by both the Owner and the SA.

(B) The Agreement shall be interpreted and implemented in accordance with LA PSH Initiative requirements.

(C) The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this HAP Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

19. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- (A) The Owner warrants that the Unit is in decent, safe and sanitary condition and that the Owner has the legal right to lease the dwelling Unit covered by this Agreement during the Agreement term.
- (B) The party, if any, executing this Agreement on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

20. DISCLOSURE OF PROTECTED HEALTH INFORMATION

The purpose of this clause is to establish the permitted and required uses and disclosures by the Owner of any protected health information (PHI) that the Owner may possess by reason of Owner's relationship with the SA.

- (A) To the extent that Owner may obtain information in the course of its duties under the Agreement, Owner agrees:
 - (1) to maintain the same level of security and privacy with respect to the PHI as required under the applicable policies and procedures of the SA; and
 - (2) to comply with any security or privacy requirements for the PHI that may be imposed pursuant to the Health Insurance Portability and Accountability Act or other applicable laws or regulations.
- (B) Owner may use PHI:
 - (1) as necessary for proper management and administration of Owner's business;
 - (2) to carry out Owner's legal responsibilities; provided, however, that any such use that involves the disclosure of PHI to third parties shall be carried out in accordance with the specific requirements of this Clause; or
 - (3) to provide data aggregation services related to the healthcare operations of the Owner.

21. USES AND DISCLOSURES

Except as specifically authorized in writing by the individual who is the subject of the PHI, or as required by law, Owners will maintain the confidentiality of all PHI in accordance with the provisions of this Clause and of the HIPAA Privacy Rule.

Owner hereby agrees that Owner:

- (A) Will not use or further disclose the PHI, except as permitted or required by this Agreement or as required by law;

- (B) Will use appropriate safeguards to keep the PHI confidential;
- (C) Will report any inappropriate disclosure of the PHI of which Owner becomes aware;
- (D) Will ensure that Owner's agents or sub-landlords (including any person to whom PHI may be disclosed hereunder) also agree to the same restrictions that are contained in this Clause;
- (E) Will make the PHI available to the individual upon written request as appropriate;
- (F) Will allow and incorporate amendments to the PHI by the individual;
- (G) Will make available to the individual an accounting of any disclosures of the PHI;
- (H) Will make Owner's internal practices and records available to LHC for purposes of determining Owner's compliance with the requirements of this Clause and of the HIPAA Privacy Rule; and
- (I) Upon termination of the Agreement, will return or destroy all information, or keep the protection of the PHI in place for such period as Owner retains the PHI.

Signatures:

SA _____

By: _____

Signature

Date Signed

Print or type names & title of signatory

OWNER OR OWNER'S REPRESENTATIVE

By: _____

Signature

Date Signed

Print or type names & title of signatory