



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-8000

OFFICE OF MULTIFAMILY HOUSING ASSISTANCE RESTRUCTURING

February 22, 2000

TO: PAEs, OMHAR Regional Staff
FROM: April LeClair Chang, Acting Field Manager /s/
Subject: Voucher Payment Process

In response to issues identified by both PAEs and our field staff, we are making a number of changes to the voucher payment process. While larger changes will take some time, we have three changes we can implement immediately that will ease some elements of the process.

- (1) Original invoices from subcontractors are no longer necessary. Only photocopies need to be provided. Original invoices will be retained by the PAE in accordance with the Portfolio Restructuring Agreement.
- (2) Three original vouchers are no longer necessary. Only a single original is now required.
- (3) There is no longer a need for all vouchers to be submitted to OMHAR by a particular day of the month.

With regard to item (1), the PAEs are required to retain the original invoices in accordance with Sections 15.1.3 and 16.4.3 of the PRA. To implement this procedure, OMHAR modified the certification that the PAE currently provides in Form 2.14A. See the last two sentences of the certification. Also, several minor changes were made to the existing language. For your convenience, the amended certification is as follows:

I hereby certify that the work covered by this voucher has been reviewed and has been acceptably completed and performed in accordance with the terms of the Portfolio Restructuring Agreement (PRA) executed between the Participating Administrative Entity (PAE) listed above and OMHAR. I also certify that the PAE has actually submitted vouchers totaling \$ _____, i.e., amount previously paid by OMHAR plus amount previously vouchered by the PAE, but not yet paid by OMHAR for work performed and reimbursable items for this asset as of _____ (date). No amounts are presently claimed or in dispute, except for _____, i.e., amount currently claimed plus disputed amount from prior voucher(s). I further certify that the third-party reimbursable items listed on Schedule A have been paid or will be paid within five (5) days of receipt of requisitioned funds. Also, I certify that the PAE retains the original invoices from each of its teaming partners, independent contractors and subcontractors who performed work and for whom the PAE seeks payment by its submission to OMHAR of this voucher. Further, the original invoices supporting this voucher are retained and available to OMHAR, its successor agency, and designees, in accordance with the terms of the PRA, and more specifically Section

15.1.3, entitled “Retention of Records,” and Section 16.4.3, entitled “Books and Records.”

In addition, a certification to address item (1) has been added to Form 2.14B. For your convenience, the new certification is as follows:

“I hereby certify that the PAE retains the original invoices for all reimbursable expenses for which the PAE seeks payment by its submission to OMHAR of this voucher. Further, the original invoices supporting this voucher are retained and available to OMHAR, its successor agency, and designees, in accordance with the terms of the PRA, and more specifically Section 15.1.3, entitled “Retention of Records,” and Section 16.4.3, entitled “Books and Records.”

For your reference, the appropriate provisions of the PRA are set forth below:

15.1.3 Retention of Records. Retention and disposition of Records shall be governed by Section 16.4.3.

16.4.3. Books and Records. Upon the Expiration or upon receipt of notice of Termination of this Agreement, PAE, as directed by the Director, either will immediately deliver all Records to the control of the Director or Director’s authorized agent at Director’s sole expense, or will hold the Records for up to a three (3) year period. During this period, PAE shall continue to maintain as Records relevant to its performance under this Agreement at its principal place of business, or a convenient, secure location offsite, which shall be accessible to the Director upon 48 hours notice to the PAE. Director shall have the right to enter upon PAEs place of business to take physical possession and control of the Records, and the Director may restrain any breach of the provisions of this Section 16.4.3 by injunction. PAE may, at its own expense, make and maintain copies of the Records for its files for the period up to three (3) years following Expiration or Termination of this Agreement, subject to PAEs obligation to maintain the confidentiality of all Nonpublic regulations and State law. In all events, PAE shall at the end of the three (3) year period following Expiration or Termination of this Agreement, deliver the Records to the Director or Director’s authorized agent at Director’s sole expense, unless it has previously done so at the Director’s request. PAE expressly waives all rights to any statutory or possessor lien on the Records. PAE may request the Director to return to PAE copies of any Records that have been previously delivered to the Director under this section and have not been destroyed, for a limited period of time to be reasonably determined by the PAE, as necessary for PAE to satisfy state law audit and other governmental requirements. PAEs request, which shall not be unreasonably denied by the Director, shall identify the Records and the governmental requirement for which the Records are sought.

For your convenience, the revised Forms 2.14A and 2.14B will be sent out electronically via e-mail.

