



Louisiana Housing
Corporation

**LOUISIANA HOUSING
CORPORATION
Rapid Re-Housing
Notice of Funding Availability**

**PROPOSALS DUE BY: May 5, 2023
4:00 P.M. CST**

**For further information contact:
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Louisiana Housing Corporation
Homeless Solution
225-763-8625
jnorman@lhc.la.gov**

Rapid Rehousing Program

Notice of Intent to Apply

Email information to DisasterHousing@lhc.la.gov

Name of organization: _____

Email: _____

Region: (check all sections that will be covered by your proposal)

- Parishes Impacted by Hurricane Laura
- Parishes Impacted by Hurricane Delta
- Parishes Impacted by Hurricane Ida
- Parishes Impacted May 2021 Floods
- Specific Impacted Parish(es) or Cities or Areas – list

**PLEASE SUBMIT THIS PAGE ONCE IT IS DETERMINED YOUR ORGANIZATION
WILL RESPOND TO THIS SOLICITATION.**

Table of Contents

| | | |
|-------------------|-------------------------------------------------------------------|-----------|
| I. | PROGRAM PURPOSE..... | 5 |
| II. | DEFINITIONS..... | 5 |
| III. | ELIGIBILITY..... | 7 |
| IV. | TIMELINE OF THE PROGRAM..... | 7 |
| V. | ALLOWABLE ACTIVITIES/USE OF FUNDS..... | 7 |
| VI. | PERFORMANCE AND REPORTING REQUIREMENTS..... | 8 |
| VII. | TERMINATION OF CONTRACTS..... | 8 |
| VIII. | PROPOSAL EVALUATION AND APPROVAL PROCESS..... | 8 |
| IX. | PROPOSAL REQUIREMENTS..... | 9 |
| X. | EVALUATION CRITERIA..... | 9 |
| XI. | PROGRAM MANAGEMENT, REPORTING, AND MONITORING..... | 11 |
| XII. | SUBMISSION INFORMATION..... | 12 |
| XIII. | RESPONSE MATERIAL OWNERSHIP..... | 12 |
| XIV. | PROPRIETARY INFORMATION..... | 12 |
| XV. | CHANGES TO PROPOSAL..... | 13 |
| XVI. | WITHDRAWAL OF PROPOSAL..... | 13 |
| XVII. | ERRORS AND OMISSIONS IN PROPOSAL..... | 13 |
| XVIII. | REJECTION OF PROPOSALS..... | 13 |
| XIX. | COST OF PROPOSAL PREPARATION..... | 13 |
| XX. | CERTIFICATION OF OMB A-133 COMPLIANCE..... | 14 |
| XXI. | CODE OF ETHIC..... | 14 |
| XXII. | RIGHTS RESERVED BY LHC..... | 14 |
| XXIII. | NON-NEGOTIABLE CONTRACT TERMS..... | 14 |
| XXIII. | INDEMNIFICATION..... | 14 |
| XXV. | PAYMENT OF TAX..... | 14 |
| XXVI. | AUDIT..... | 14 |
| XXVII. | NON-DISCRIMINATION IN EMPLOYMENT..... | 15 |
| XXVIII. | CONTINGENT FEE PROHIBITION..... | 16 |
| XXIX. | GOVERNING LAW..... | 16 |
| APPENDICES | | |
| | Appendix A – Budget Request | 16 |
| | Appendix B- Grantee Statement of Assurances..... | 17 |
| | Appendix C – Regional Continuum of Care Access Points..... | 24 |

“Identified Most Impacted and Distressed Areas (MID)*”

HUD MIDs

| |
|----------------------------------|
| Acadia (70526,70578) |
| Allen |
| Ascension |
| Assumption |
| Beauregard |
| Caddo |
| Calcasieu |
| Calcasieu |
| Cameron |
| East Baton Rouge |
| Iberville Parish (70764 & 70788) |
| Jefferson |
| Jefferson Davis |
| Lafayette |
| Lafourche |
| Livingston |
| Natchitoches |
| Orleans |
| Ouachita |
| Plaquemines |
| Rapides |
| St. Bernard |
| St. Charles |
| St. Helena |
| St. James |
| St. John the Baptist |
| St. Landry (70570) |
| St. Martin (70517) |
| St. Mary |
| St. Tammany |
| Tangipahoa |
| Terrebonne |
| Vermilion (70510) |
| Vernon (71446) |
| Washington |
| West Baton Rouge Parish (70767) |

State MIDs

| |
|------------------|
| Acadia |
| East Feliciana |
| Grant |
| Iberia |
| Iberville |
| Jackson |
| La Salle |
| Lincoln |
| Morehouse |
| Point Coupee |
| Sabine |
| St. Landry |
| St. Martin |
| Union |
| Vermilion |
| Vernon |
| Winn |
| West Baton Rouge |

*MID areas are the only areas that will be funded through this offering. If specific zip codes are listed, only the zip codes in the specified parish will be serviced under this offering.

Louisiana Housing Corporation-Rapid Rehousing Program

I. Program Purpose

The purpose of the Rapid Rehousing program is to provide funding to community organizations to provide case management to individuals and families impacted by the eligible disasters of 2020 and 2021. This program will offer eligible participants with case management and housing subsidy to assist targeted households in their recovery.

This NOFA solicits information related to the respondent's agency experience, operations, and existing capacity to provide services in the impacted parishes.

II. Definitions

Benefits: Amounts paid on behalf of employees by the employer. These fringe benefits payments include group insurance, social security, Medicare, retirement, unemployment compensation, worker's compensation, and other employee benefits.

Case Management: Efforts to identify households of greatest risk and determine the type of support needed to prevent and/or end their homelessness. Assistance provided to clients to develop independent living skills, support with treatment, and serve as the point of contact between clients and people in their support systems. A means for achieving self-sufficiency through advocacy, communication, education, identification of service resources, and service facilitation.

Community Development Block Grant-Disaster Recovery (CDBG-DR): Allocations to the state by the U.S. Department of Housing and Urban Development (HUD) to help the state and low-and moderate-income individuals recover from presidentially declared disasters, especially in low-income areas, subject to the availability of supplemental appropriations.

Continuum of Care (CoC): A regional or local planning body that coordinates housing and services funding for homeless families and individuals

Coordinated Entry: A streamlined system that provides quick access to individuals and families seeking assistance through a coordinated referral and housing placement process

Contract: A written agreement between parties, creating mutual obligations

Duplication of Benefits: Financial assistance is received from another source for the same purpose as the CBDG-DR funds.

Employee: a Louisiana resident or business owner hired as a full-time employee for wages or salary.

Equipment: Non-expendable personal property, which generally is considered to include *tangible* personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

MID: Most Impacted and Distressed areas determined by HUD or the State of Louisiana.

Notice Of Funding Availability (NOFA): The process that informs the public of funding available for a specific purpose and can be requested through an application process.

Non-Profit Agency: A non-profit organization with the purpose is to provide a service or benefit to the community with no intention of earning a profit.

Operating Costs: Direct and pro-rata services are needed to fulfill everyday functions, including but not limited to: utilities, phone and communication services, copier services, postal services, rentals, maintenance, and insurance.

Program Delivery Costs: Costs such as salaries, benefits, travel, supplies, professional/contractual services, equipment, or other operating costs that are associated with direct delivery of the program. Program delivery costs are generally linked to a project or are project-specific. Costs directly related to implementing the eligible CDBG-DR projects/activities. This includes the costs of carrying out the eligible CDBG-DR activities and includes the sub-recipients' eligible costs, as well as third parties' eligible (sub-grantees and contractors) costs. For example, time spent by staff conducting application intake, applicant income verification, and use of funds verification.

Rapid Rehousing (RRH): Housing relocation, stabilization services, and/or short-or medium-term rental assistance as necessary to help individuals or families living in emergency shelters or places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

U.S. Department of Housing and Urban Development: Administering agency for the Community Development Block Grant Program funds that are available to the state from an appropriation by the United States Congress and are funding this solicitation and program.

III. Eligibility

Respondents to this NOFA must be organizations with experience working with individuals and families that are homeless or unstably housed as a result of the eligible disasters. The selected agencies will provide intensive case management services to households, including housing search and navigation, as well as linkage and referrals to mainstream resources. Preference may be given to those organizations that have the ability to serve multiple parishes.

IV. Timeline of the Program

The LHC will follow the timeline below in implementing the RRH Program outlined by this NOFA:

| EVENT | DATE |
|---------------------------|------------------------|
| Release of NOFA | April 5, 2023 |
| Notice of Intent to Apply | April 21, 2023 |
| NOFA Deadline | May 5, 2023 @4:00 P.M. |
| Notification of Awards | May 15, 2023 |

V. Allowable Activities\Use of Funds

The funding will be awarded through a competitive process to sub-recipients that have demonstrated the ability and capacity to administer the funding. The selected provider agencies will provide case management services to households impacted by the following: Hurricane Laura- August 2020, (Disaster Number 4559), Hurricanes Delta and Disaster Number 4577), and Hurricane Ida-August 2021(Disaster Number 4611) and eligible disasters.

The program funding for this project is \$13,350,000 to provide case management and housing subsidy. It is anticipated that each sub-recipient will manage a caseload of up to 200 households. The housing subsidy will be managed and paid for by LHC.

LHC will reimburse sub-recipients for all costs incurred that are incurred and related to the approved scope of work for the project and outlined in the contract. The term of assistance for each contract will be twelve (12) months. LHC will also consider an additional one (1) year contract extension based on both program performance and identified needs with the RRH Program's service area.

Grant specifications, minimum, and maximums awards may be revised at LHC's discretion in consideration of individual applicants' needs, total CDBG-DR funding requests, and available funding.

LHC reserves the right to negotiate the final grant amounts, RRH program design, and geographic target area with all RRH applicants to ensure effective and balanced targeting of RRH resources to meet the needs of the impacted parishes.

VI. Performance and Reporting Requirements

LHC will monitor the sub-recipient to ensure it complies with the program requirements outlined in the contract. The methods to be used to measure and determine contract performance include a review of contract expenditures relative to

approved budget categories, on-site monitoring evaluation, and review of data submitted in sub-recipient performance reports as compared to proposed contract outcomes/accomplishments and intended beneficiaries.

Each RRH Sub-recipient will be required to submit:

- A. Monthly cost reports listing CDBG-DR expenditures by project and activity category,
- B. Periodic performance reports on project accomplishments, activities, individuals served, and other information in such manner and form required by HUD, Office of Community Development (OCD), and/or Louisiana Housing Corporation; and
- C. Quarterly Performance Reports and Annual Reports at the end of each quarter and annually.

VII. Termination of Contracts

LHC reserves the to cancel any agreement or contact, with or without cause, by giving the other party a thirty-day written notice forwarded to their respective address by certified mail. The LHC has the right to cancel within less than 30 days due to budgetary reductions without any liability incurring onto the LHC or the State of Louisiana.

VIII. Proposal Evaluation and Approval Process

The deadline to submit proposals in response to this NOFA is May 5, 2023. LHC anticipates entering into contracts with sub-recipients shortly after the completion of the evaluation period. LHC will evaluate proposals and determine program funding allocations using the following criteria:

- Completeness of the proposal, including all required attachments
- Conformance of the proposal with the program purpose and requirements, program policies and procedures, and the terms and conditions of this solicitation;
- The respondent's organizational background and track record in service delivery, its proposed target area(s) and marketing strategy, and its proposed level of coordination with other organizations;
- Outreach strategy that targets Low to Moderate Income (LMI) areas, HUD parishes, and underserved communities; and
- The respondent's experience and capacity for using program funds effectively.

IX. Proposal Requirements

Each Respondent's Proposal must contain all the components outlined in the RRH Checklist. Proposals that are not complete will be disqualified and not considered for funding.

Proposals must be submitted in the following order:

- A. Cover Letter, including contact person, telephone number, and email address.
- B. Standard Form 424
- C. Table of Contents
- D. Proposal Narrative addressing all required content items in the prescribed format
- E. Proposed Budget
- F. Written statement ensuring projects compliance with the CDBG grantee statement of assurances.
- G. Written certification of participation in a local Homeless Management Information System (HMIS) or applicability of PL 109-162.

X. Evaluation Criteria

| Evaluation Criteria | Points |
|-----------------------------------------|---------------|
| Criteria I Organizational Capacity | 40 |
| Criteria II Program Design and Approach | 30 |
| Criteria III Budget Justification | 30 |
| Total | 100 |

ORGANIZATIONAL CAPACITY (40 Points)

Provide the following narratives and information describing your organizational capacity to conduct this RRH project:

- A. Describe the experience of the organization in carrying out the type of activities proposed in the application and the length of time the organization has been involved in providing the proposed services (even if the service has not been provided through grant funds).
- B. Describe management, fiscal, and other staff resources to administer and conduct an accountable and responsible RRH project. Identify any existing staff positions that will be in place that will aid in implementation. Discuss facilities, equipment, materials, and other physical resources applicable to the RRH project.

- C. Provide evidence/documentation of an acceptable and accountable financial management system that minimizes any opportunity for fraud, waste, or mismanagement. Describe the project's fiscal management system, which should include fiscal procedures and the ability to identify/track CDBG and other Federal funds.
- D. Provide documentation/information that confirms successful past project performance, or confirms success in initiating, maintaining, and completing similar projects.

PROGRAM DESIGN AND APPROACH (30 Points)

The Application shall describe how the RRH project will be implemented, operated, and administered and shall address these items.

- A. Describe the specific proposed RRH activities and methods for accomplishment, and specific target groups to be assisted with this RRH program. Describe tasks and specific activities to be accomplished during the entire project period including implementation. Describe how the proposed RRH services address the needs in your community. Provide specific evidence of the effectiveness of the project's approach; be specific to answer how the proposed RRH services will be paired with other complimentary, existing services offered in the area to support clients served.
- B. List and describe RRH project activities that will be offered to the homeless and households at risk of homelessness which addresses the identified need, goals and objectives, target population, and the number of people each activity will serve.
- C. Describe outreach initiatives including coordination with the system of disaster relief case managers that will be implemented to inform potential consumers and to ensure that they are made aware of the services to be provided. Describe your specific outreach strategy to identify, engage, and triage households identified by the LHC for housing assistance.
- D. Describe your work plan and timeline for implementation including milestones to meet program and budget goals from initiation to completion.
- E. Explain how homeless individuals and families or households at risk of homelessness will access your RRH service(s) logistically and geographically.
- F. Describe outreach initiatives that will be implemented to inform potential clients and to ensure that they are made aware of the services to be provided

BUDGET AND BUDGET JUSTIFICATION (30 Points)

- A. Complete **Project Budget and Summary Budget** “Budget Request” (Exhibit A) should reflect the portion of the total budget to be funded with CDBG-DR funds.
- B. Explain and justify **each proposed budget line item**.
- C. Identify how the RRH project will be leveraged with other programs and funding sources. Competitive projects will demonstrate how they can leverage existing relationships and mainstream services to maximize the use of this RRH award. Although matching resources are not required, RRH applicants are encouraged to identify leveraged resources in their program design and budget.
- D. Provide details of any other contributions, grants, donations, or awards that your organization receives or anticipates that will be used to support this RRH project.

XI. Program Management, Reporting, and Monitoring

LHC will ensure that sub-recipients comply with all state and federal regulations. LHC reserves the right to monitor the program/project for compliance with the contract’s scope of work, and federal regulation compliance during and after the contract period. The sub-recipient will be monitored on the services provided under this Contract. The State and Federal government shall have the absolute right to review and audit all records, documents, and other pertinent items as requested.

Sub-recipients will maintain accurate records related to the program, including but not limited to:

- Financial records i.e. budget, general ledger, bank statements, canceled checks, supporting invoices, financial statements, procurement documentation, etc.
- Programmatic records for each approved and denied applicant. Documentation shall include, but is not limited to: application for assistance; approval and/or denial notice; income documentation; housing plans and case management notes; and leases; etc.
- Any other documents that the sub-recipient considers material to a potential audit.
- The sub-recipient agrees to maintain all books and records for (5) years following the final close-out of the grant from HUD. However, if any litigation, claim, negotiation audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise, or until the end of the regular five-year period, whichever is later. LHC will notify the sub-recipient of the grant close-out date.

- In addition, the sub-recipient shall allow access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt, and use of federal funds as necessary to facilitate all required reviews and audits.

XII. Submission Information

Notice of Intent regarding this NOFA will be accepted until 4:00 P.M. April 21, 2023
Inquiries should be submitted to DisasterHousing@lhc.la.gov

Responses to this NOFA must be submitted via email, by 4:00 P.M. on May 5, 2023.
Responses must be submitted to DisasterHousing@lhc.la.gov

XIII. RESPONSE MATERIAL OWNERSHIP

All material submitted regarding and in response to this NOFA becomes the property of the State of Louisiana. Selection or rejection of a proposal does not affect this right.

XIV. PROPRIETARY INFORMATION

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44.1 *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the LHC will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the LHC harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the LHC to disclose the information. If the Proposer refuses to indemnify and hold the LHC harmless, the LHC may disclose the information.

The LHC reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor, or other State agencies or organizations, for the sole purpose of assisting the Corporation in its evaluation of the proposal. The LHC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

XV. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request to withdraw the proposal must be signed by the authorized representative of the Proposer and submitted to the LHC's Executive Director.

XVI. ERRORS AND OMISSIONS IN PROPOSALS

The LHC will not be liable for any errors in proposals. The LHC, at its option, has the right to request clarification or additional information from the proposer.

XVII. REJECTION OF PROPOSALS

Issuance of this NOFA in no way constitutes a commitment by the LHC to award a contract. The LHC reserves the right to accept or reject, in whole or in part, all proposals submitted and to cancel this announcement.

XVIII. COST OF PROPOSAL PREPARATION

Each Proposal and all information required to be submitted according to the NOFA shall be prepared at the sole cost and expense of the proposer. There shall be no claims whatsoever against the LHC, its officers, officials, or employees for reimbursement for the payment of costs of expenses incurred in preparing and submitting a Proposal or for participating in this procurement process.

XIX. CERTIFICATION OF OMB A-133 COMPLIANCE

Proposers must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that the represented company, as well as any subcontractors or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of suspended or debarred parties can be viewed via the internet at <http://www.epls.gov>.

XX. CODE OF ETHICS

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code (La. R.S. 42:1101, *et seq.*) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

XXI. RIGHTS RESERVED BY LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHC will not disclose the status of negotiations until the Board of Directors of the Louisiana Housing Corporation has approved to award of a contract for services.

XXII. NON-NEGOTIABLE CONTRACT TERMS

For those proposers who are selected and enter contracts with the LHC, non-negotiable contract terms shall include but not be limited to the proposer's payment of taxes, the non-assignability of the contract without the express consent of the LHC, audit of records, EEOC, and ADA compliance, record retention, the content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination contingent upon the appropriation of funds.

XXII. INDEMNIFICATION

Any Proposer who is selected and enters into a contract shall indemnify the LHC, LHC Board of Directors, LHC staff, and the State of Louisiana from any and all loss, liability, or expenses (including the cost of defense and attorneys' fees) in connection with any claims or actions brought against any of them that arose directly or indirectly from actions, omissions, or obligations of the Proposer in connection with its contract with the LHC.

XXIV. PAYMENT OF TAXES

The Proposer understands and agrees that it is responsible for paying any taxes (including Louisiana or federal income or payroll taxes), license fees, or official fees that may be due as a result of either its receipt of fees or other payments hereunder or its performance in accordance with the terms hereof under its own Federal Tax Identification Number.

XXV. AUDIT

The Proposer grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency of the State, where appropriate, the right to inspect and review all books and records pertaining to services rendered under any Contract awarded under this NOFA for a period of five (5) years from the date of the last payment made under any Contract awarded under this NOFA. The Proposer shall comply with federal and/or state laws authorizing an audit of the Proposer's operation as a whole, or of specific program activities. Records shall be made available during normal working hours for this purpose.

XXVI. NONDISCRIMINATION IN EMPLOYMENT

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

Amendments of 1972, the Age Act of 1975, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Proposer further agrees not to discriminate in its employment practices and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

XXVI. CONTINGENT FEE PROHIBITION

The Proposer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it directly, to solicit or secure a contract under this NOFA, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent in order to secure any contract under this NOFA. For breach or violation of this warranty, the LHC shall have the right to annul any contract awarded under this NOFA without liability for any work performed hereunder and with the right to recover any fees or expenses paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Proposer the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

XXVIII. GOVERNING LAW

The laws of the State of Louisiana shall govern the terms of the contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

Appendix A- Project Budget

| Program Activity | Total |
|-----------------------------|-----------|
| RRH Households to be served | |
| Housing & Services Budget | 12 months |
| Case Management Cost | |
| Salaries (FTE) | |
| Related Benefits | |
| Rental cost | |
| Application fees | |
| Security Deposits | |
| Program Delivery 3% | |
| Total Budget | |

Appendix B

GRANTEE STATEMENT OF ASSURANCES

This Applicant/Grantee/Sub-recipient hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Sub-recipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Sub-recipient approved by the State:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - (b) Is authorized and consents, on behalf of the Applicant/Grantee/Sub-recipient and himself, to submit to the jurisdiction of the federal courts for enforcement of Applicant/Grantee/Sub-recipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate-income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards).
7. It will administer and enforce the labor standards requirements outlined in 24 CFR §570.603 and any other regulations issued to implement such requirements.

8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to the evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control, and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Sub-recipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - (a) Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Sub-recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Sub-recipient, this assurance shall obligate the Applicant/Grantee/Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - (b) Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap, or familial status.
 - (c) Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination against an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the

Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

(d) Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

(e) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

(f) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701, et seq.), as amended, provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed by Grantee is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Grantee agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Grantee also certifies that they are under no contractual or other impediments that would prevent it from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every sub-recipient agreement and contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the sub-recipient or contractor is in violation of the regulations in 24 CFR part 135. Grantee will not contract with any sub-recipient or contractor where the Grantee has notice or knowledge that the sub-recipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize the displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - (a) Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - (b) Inform affected persons of their rights and the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - (c) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of the acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent, and equitable manner that

ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income; and

(d) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

(e) Assure that if displacement is precipitated by CDBG-funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Sub-recipient's ownership, lease, or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
 - (a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - (b) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
 - (a) Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - (b) Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - (c) Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - (d) Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)

26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property-less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.
27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR Part 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - (a) The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial

assistance can be entered into for any project that the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

(b) The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866, July 12, 1979).

33. With regard to wildlife, it will comply with:

(a) The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of the habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and

(b) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Sub-recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in a serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub-recipient funds to correct deficiencies.

GRANTEE/SUB-RECIPIENT

By: _____

Title: _____

This ____ day of _____, 20__

Appendix C-- Regional Continuum of Care Access Points

| CoC Region | CoC Access Point | Parishes Covered | Contact number |
|-------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <u>Region 1</u> | Unity of GNO | Jefferson, Orleans | 504-658-2944 |
| | LABOSCOG: START Corp. | Plaquemines, St. Bernard | 985-873-7784 24/7 (leave a voicemail): 888-879-7215 |
| <u>Region 2</u> | LABOSCOG: START Corp. at One Stop | Ascension, East Baton Rouge, East Feliciana, Iberville, Point Coupee, West Baton Rouge, and West Feliciana Parishes | 225-388-5800 |
| <u>Region 3</u> | LABOSCOG: START Corp. | Assumption, Lafourche, St. Charles. St. James, St. John, and Terrebonne Parishes | 985-873-7784 24/7 (leave a voicemail): 888-879-7215 |
| <u>Region 4</u> | ARCH Acadiana | Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary, Vermillion | (337) 232-4357 |
| <u>Region 5</u> | LABOSOC: Calcasieu Parish Police Jury | Allen, Beauregard, Calcasieu, Cameron, and Jefferson Davis Parishes | (337)-721-4033 |
| <u>Region 6</u> | CENLA Homeless Coalition | Avoyelles, Catahoula, Concordia, Grant, LaSalle, Rapides, Vernon, Winn | (318) 443-0500 |
| <u>Region 7</u> | HOPE Connections | Bienville, Bossier, Caddo, Claiborne, DeSoto, Red River, Webster | 318-670-4591 |
| | LABOSCOG: START Corp. | Natchitoches, Sabine | 1-888-879-7215 |

| | | | |
|-----------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <u>Region 8</u> | Home Coalition: Wellspring | Caldwell, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas, Union, West Carroll | 318-807-6200 24/7:211 |
| <u>Region 9</u> | Northlake Homeless Coalition | Livingston, St. Helena, St. Tammany, Tangipahoa, Washington | 985-326-8312 24/7: 211 |