

**LOUISIANA HOUSING AUTHORITY
LOUISIANA HOUSING CORPORATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM –
DISASTER RELIEF**

**2017
Rapid Re-Housing Program
APPLICATION PACKAGE**



July 2016

**APPLICATION DEADLINE:
Friday, September 1, 2017
@ 4:00 P.M.**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – DISASTER RELIEF

PART A. SOLICITATION for OFFERERS - PROGRAM REQUIREMENTS

I. BACKGROUND

In 2016, Louisiana had two separate events that qualified for appropriation under Public Law 114-223. The state experienced severe storms and flooding in both March (Disaster Number 4263) and August (Disaster Number 4277) 2016 – collectively referred to as the 2016 Severe Storms and Flooding – resulting in 56 of the state’s 64 parishes receiving a federal disaster declaration. As a result of the 2016 Severe Storms and Flooding, the State of Louisiana received an allocation (Public Law 114-223) of Community Development Block Grant Disaster Recovery (CDBG-DR) funding totaling \$1,656,952,000. The State of Louisiana Initial Action Plan and Amendment #1 offer a description on how the CDBG-DR funds will be targeted and utilized. These documents are available at:

http://www.doa.la.gov/Pages/ocd-dru/Great_Floods_2016/Flood2016_ActionPlans.aspx

Due to the limited funds received in the first two allocations, the state has prioritized vulnerable populations throughout each of the programs proposed in this Action Plan and Amendment #1. In addition, as required by the Federal Register, 81 FR 83254, November 28, 2016, and 82 FR 5591, January 18, 2017, the state will spend 80 percent of the overall grant on activities undertaken in the HUD-identified “most impacted and distressed” area. The HUD-identified “most impacted and distressed” area for the 2016 Severe Storms and Flooding consists of Acadia, Ascension, East Baton Rouge, Lafayette, Livingston, Ouachita, St. Tammany, Tangipahoa, Vermillion, and Washington parishes. However, the state may determine to make the remaining funds available for eligible program activities in all disaster-impacted parishes. In addition, priority will be given to the following six parishes that were most impacted from both events: Ascension, East Baton Rouge, Lafayette, Livingston, Ouachita, and Tangipahoa.

Within the Action Plan and Amendment #1, the State of Louisiana has dedicated \$16,000,000 in CDBG-DR funds to for the LA Rapid Re-housing Program. The Louisiana Housing Authority (“LHA” or “Housing Authority”) of the Louisiana Housing Corporation (LHC) will administer the LA Rapid Re-Housing Program utilizing these CDBG-DR funds. The LHC is inviting cities, parishes, local municipalities, Continua of Care and non-profit organizations to consider applying through this Notice of Funding Availability (NOFA) to administer a Rapid Re-Housing Program.

Organizations interested in applying for CDBG-DR funds awarded to the State are expected to read and carefully analyze all NOFA and grant requirements prior to submitting an application. The LHC also expects applicants to be fully informed of all Emergency Solutions Grant (ESG) regulations associated with operating a rapid re-housing program, and if funded, to comply with all applicable regulations. In particular, prior to applying, applicants must be familiar with and knowledgeable of the following regulations and program requirements:

- **ESG Regulations: 24 C.F.R. Part 576** – The ESG rule, published in the Federal Register on April 1, 2012, revises the regulations for the Emergency Shelter Grants program by establishing the regulations for the Emergency Solutions Grants program.

- **HEARTH Homeless Definition Final Rule: 24 C.F.R. Parts 91, 582 and 583** – The final rule, published in the Federal Register on December 5, 2011, provides the homeless definition which applies to the ESG program.

II. PROGRAM PHILOSOPHY AND CORE COMPONENTS

The LHC requires that each applicant incorporate and meet the following rapid-re-housing (RRH) program standards with their local RRH program design.

A. RRH Program Philosophy

1. Program Principles

- Programs should coordinate and participate fully with the broader homeless assistance system to **engage as many households as possible**.
- Rapid re-housing is an intervention designed for and **flexible** enough to serve anyone not able to exit homelessness on their own.
- Programs **should not screen out** households based on a score on an assessment tool or criteria that are assumed, but not shown, to predict successful outcomes, such as a minimum income threshold, employment, absence of a criminal history, evidence of “motivation,” etc.
- Participants have all the **rights and responsibilities of typical tenants** and should sign a standard lease agreement.

2. Program Standards

- Program staff are trained on the principles of Housing First and oriented to the basic program philosophy of rapid re-housing. Program has routine way of on-boarding new staff that includes training on Housing First and rapid re-housing principles.
- Program has well-defined and written screening processes that use consistent and transparent decision criteria. Criteria do not include screening possible participants out for income or lack thereof.
- Eligibility criteria for the program do not include a period of sobriety, a commitment to participation in treatment, or any other criteria designed to “predict” long-term housing stability other than willingness to engage the program and work on a self-directed housing plan.
- Program participates in the local community’s Homeless Management Information System (HMIS) meaning they collect all required data standards and take steps to ensure quality data entry.
- Program participates in and accepts referrals from the local coordinated entry system and participates in efforts to improve the efficiency and quality of referrals when necessary.

B. RRH Core Components

The LHC requires that each applicant include each of the following RRH core components within its local program design as well as meet the following standards described below.

1. Housing Identification

Principles

- Within the limits of the participant's income, a rapid re-housing program should help a household **access units that are desirable and sustainable**.
- Housing identification efforts should be designed and implemented to **actively recruit and retain landlords** and housing managers willing to rent to program participants who may otherwise fail to pass typical tenant screening criteria.
- The landlord is a vital partner. The RRH provider must be **responsive to landlords** to preserve and develop those partnerships for the purposes of future housing placements.

Standards

- Program designates staff whose responsibility is to **identify and recruit landlords** and encourage them to rent to homeless households served by the program. Staff have the knowledge, skills, and agency resources to: understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports. **A program may have dedicated staff for whom this is the primary responsibility.**
- Program offers a **standard, basic level of support** to all landlords who lease to program participants. Program can negotiate **additional supports, as needed**, on a case-by-case basis. At a minimum:
 - **Respond quickly** (within one business day)
 - **Seek to resolve conflicts**
 - Whenever possible, **negotiate move-out terms**
- Program has a detailed policy for the type of assistance provided to **help households find and secure housing**...Some households may decline assistance in finding housing, but the program checks on their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.

2. Rent and Move-In Assistance

Principle

- Rent and move-in assistance should be flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to move immediately out of homelessness and to stabilize in permanent housing.

Standards

- A **progressive approach** is used to determine the duration and amount of rent assistance. Financial assistance is **not a standard “package” and is flexible enough to adjust to households’ unique needs** and resources, especially as participants’ financial circumstances or housing costs change.
- Program provides when needed—either directly or through formal agreement with another organization or agency—financial assistance for housing costs, which may include rental deposits, first month’s rent, last month’s rent, temporary rental assistance, and/or utility assistance.
- Program helps participants meet basic needs at move-in, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
- The transition off financial assistance is coordinated with case management efforts to assist program participants to assume and sustain their housing costs.

3. RRH Case Management and Services

Principles

- RRH case management should be client-driven and voluntary.
- RRH case management should be flexible in intensity—offering only essential assistance until or unless the participant demonstrates the need for or requests additional help.
- RRH case management uses a strengths-based approach to empower clients.
- RRH case management reflects the short-term nature of the rapid re-housing assistance.

Standards

- Case manager’s job descriptions direct case managers to focus on housing and to use strengths-based practices focused on participant engagement and meeting the unique needs of each household.
- In programs that have specialized staff that conduct housing location, case managers work closely with housing locator staff to match the client to an appropriate unit as quickly as possible.

- Except where dictated by the funder, program participants direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible.
- Program has clearly defined policies and objective standards for when case management should continue and end. These guidelines are flexible.

For more information regarding these RRH standards go to:

<http://www.endhomelessness.org/library/entry/rapid-re-housing-performance-benchmarks-and-program-standards>

In addition, each RRH applicant shall incorporate the enclosed LA RRH Policies and Procedures in developing their local program policies and procedures. See Exhibit D for the LA RRH Policies and Procedures.

III. ELIGIBLE APPLICANTS AND TARGETING

Eligible Households for rapid re-housing assistance are those:

- Displaced by the Great Floods of 2016.
- Earning less than 80% AMI

Priority for the rapid re-housing assistance is given to literally homeless individuals and families (as defined below in Section V) who are currently residing in Red Cross Shelters, FEMA Temporary Shelter Stay Placements (TSA), renters living in distressed homes or doubled with family/friends since the Great Floods of 2016.

Each proposed RRH Program shall target RRH assistance to household that were identified by disaster case managers through triage for housing related assistance. LHC currently maintains a list of households by parish. In addition, each proposed RRH Program shall accept referral from the network of disaster case management in the targeted parishes identified for assistance as well as the local Continuum of Care' Coordinated Entry System if a functional system is in place. Finally, each RRH applicant should consider the State priority of the following six parishes that were most impacted from both events: Ascension, East Baton Rouge, Lafayette, Livingston, Ouachita, and Tangipahoa, when identifying their geographic target area for RRH assistance.

Each applicant shall work closely with their local CoC to further develop their program design and gain the CoC's support for their application. There are four CoCs that cover the impacted areas: the LA Balance of State CoC, the Lafayette CoC, the North Shore CoC, and the Monroe CoC. See Exhibit C for a list of CoCs throughout Louisiana.

IV. ELIGIBLE ACTIVITIES

Rapid Re-Housing – CDBG-DR funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

1. Rapid Re-Housing Assistance may be provided to individuals and families lacking a fixed, regular and adequate nighttime residence or any individual or family who is fleeing or attempting to flee domestic violence, assault or other life threatening conditions that relate to violence. (576.104 and 576.2.)

2. Rapid Re-Housing Assistance must be provided in accordance with the ESG housing relocation and stabilization services requirements in (576.105), the short-term and medium-term rental assistance requirements in (576.106) and the written standards and procedures under (576.400) which state [italics added to denote quoted material]:

For Rapid Re-Housing Relocation and Stabilization Services, CDBG-DR funds may be used to pay housing owners, utility companies and other third parties

- *Rental application fees*
- *Security deposits equal to no more than 2 months' rent*
- *First and Last Month's Rent. Total rental assistance to a participant cannot exceed 24 months during any 3 year period including first and last month's rent.*
- *Standard utility deposits*
- *Utility payments, ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears per service. Total utility payment assistance to a participant cannot exceed 24 months during any 3 year period.*
- *Moving Costs such as truck rental or hiring a moving company. Assistance may also include payment of temporary storage fees for up to 3 months.*
- *Service Costs under this category include Housing Search and Placement assistance, Housing Stability Case Management, Mediation Activities, Legal Services necessary to resolve housing issues, and Credit Repair/Counseling Services.*

For Rapid Re-Housing Short-Term and Medium Term Rental Assistance, CDBG-DR may provide a program participant with up to 24 months of rental assistance during any 3 year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.

- Short-term rental assistance is assistance for up to 3 months of rent.
- Medium-Term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
- Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- Rental assistance may be tenant-based or project-based.
- All units must meet Fair Market Rent requirements as established by HUD.
- A Rental Assistance Agreement must be in place for each unit assisted. The Agreement must specify the terms and conditions under which rental assistance will be provided and conditions of the units occupied.

Program Delivery Activities

An applicant may include up to 2% of grant funding requested directly related to administering grant assistance.

Additional Emergency Solutions Grant Program information, along with detailed eligible activities, can be found at www.hudhre.gov and click on Emergency Solutions Grant Program.

V. ELIGIBLE PARTICIPANTS

There are two eligible target populations identified for participation in the RRH Program: persons at risk of homelessness and homeless persons. Below is the following information:

At risk of homelessness means:

(1) An individual or family who:

- Has an annual income below 80 percent of median family income for the area, as determined by HUD;
- Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and
- Meets one of the following conditions:
 - Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - Is living in the home of another because of economic hardship;
 - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
 - Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. § 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. § 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. § 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. § 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. § 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. § 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. § 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- (Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. § 5732a), section 637 of the Head Start Act (42 U.S.C. § 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. § 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. § 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. § 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11434a);
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary

nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

- Has no other residence; and
- Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

VI. GRANT AMOUNTS/TERM OF ASSISTANCE

The LHC expects to fund 3 to 5 RRH applicants through this NOFA granting between \$8 million to \$16 million of CDBG-DR funding. The LHC expects to fund RRH programs with grant amounts between \$500,000 and \$2,000,000. The term of assistance for each grant will be 12 months. The LHC will also consider an additional 1 year contract extension based on both program performance and identified need with the RRH Program's service area.

Grant specifications, minimum and maximums awards may be revised at LHC's discretion in consideration of individual applicant's needs, total CDBG-GR 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 need within the impacted parishes.

VII. LEVERAGE/SUSTAINABILITY

RRH grantees are not to secure matching funds through this NOFA however RRH applicants are encouraged to incorporate and leverage existing resources into their RRH program design. 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 into their program design and budget.

In addition, RRH applicants are expected to demonstrate a viable, well conceived sustainability plan to sustain the RRH services after CDBG-DR resources have been exhausted.

VIII. REQUIREMENT TO USE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

Congress has directed HUD to improve the collection of data on the extent of homelessness locally and nationally. Communities must collect an array of data including an unduplicated count of homeless persons, analyze their patterns of the use of McKinney-Vento and other assistance, including information on how they enter and exit the homelessness assistance system and assess the effectiveness of that assistance. In addition to data entry requirements outlined in the HMIS data standards, RRH Grantees funded under this NOFA will also need to collect data performance measurement indicators as required by LHC. All grantees will receive more prescriptive guidance on additional data elements that must be collected in the HMIS during the contracting process.

HUD, through a Federal Register Notice, has provided the data and technical standards for HMIS. All areas of the State have access to an HMIS through the local Continuum of Care. **All proposed RRH**

projects/organizations must provide written certification of their participation or intent to participate in HMIS. Please note that PL 109-162 protects from disclosure any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs involving victims of domestic violence, dating violence, sexual assault, or stalking, and their families.

IX. REPORTING REQUIREMENTS

Each RRH grantee will be required to submit:

- (1) Cost reports listing CDBG-DR expenditures by project and activity category, and describing sources and amounts of matching funds, **MUST** be submitted by the 15th of each month for the previous month.
- (2) Periodic performance reports on project activities, individuals served, and other information in such manner and form and at such time as may be required by the U.S. Department of Housing and Urban Development and/or by LHC.
- (3) Quarterly Performance Reports and Annual Reports submitted at the end of each quarter and annually.

X. RRH PROGRAM TIMELINE

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

<u>Activity</u>	<u>Date</u>
Release of NOFA	July 17, 2017
NOFA training	July 28, 2017
Deadline of NOFA	September 1, 2017
Notification of RRH Awards	October 1, 2017
Contract Execution with RRH Grantees	NLT November 1, 2017
RRH Program Start/Services Offered	NLT December 1, 2017

RRH applicants must demonstrate within their program narrative the ability to comply with the key benchmarks/deadlines within this timeline.

XI. SUBMISSION INFORMATION

**Applications for funding to be awarded under the
2017 CDBG-DR Rapid Re-Housing Program
must be submitted to the Louisiana Housing Corporation no later than
4:00 PM, Central Standard Time, Friday, September 1, 2017.**

An **original and three copies** of each proposal must be submitted and may be mailed or delivered in person or by special delivery to the following address:

Louisiana Housing Authority
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
Attn: Vonetta Lacy

Proposals must be typed -- double spaced -- on standard 8½" by 11" paper and have consecutively numbered pages. All proposals must be complete. Any incomplete proposals will not be considered for funding.

Any questions or clarification requests pertaining to the content of this CDBG-DR RRH application packet may be directed to Vonetta Lacy at vlacy@lhc.la.gov.

A mandatory information session on the CDBG-DR RRH Program and application process will be held for prospective applicants on July 28, 2017 from 1:00 p.m. to 3:30 p.m., at the Louisiana Housing Corporation Building, 2415 Quail Drive, Baton Rouge, Louisiana 70808. Please RSVP Vonetta Lacy at (225)242-1385 or vlacy@lhc.la.gov.

All eligible governmental units and agencies will be afforded the full opportunity to offer questions and comments necessary for clarification regarding this RRH NOFA at this session.

XI. PROPOSAL 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.

XII. 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 LHA will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the LHA harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the LHA to disclose the information. If the Proposer refuses to indemnify and hold the LHA harmless, the LHA may disclose the information.

The LHA 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 LHA 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.

XIII. CHANGES TO PROPOSAL

If prior to the deadline for submitting the proposal, a Proposer needs to submit changes or addenda to its Proposal, such changes or addenda shall be submitted in writing to the LHA, in a sealed envelope, clearly cross-referencing the relevant proposal section, and signed by an authorized representative of the Proposer. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

XIV. 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 LHA's Executive Director.

XV. ERRORS AND OMISSIONS IN PROPOSALS

The LHA will not be liable for any errors in proposals. The LHA reserves the right to make corrections or amendments due to errors identified in proposals by the State or the proposer. The LHA, at its option, has the right to request clarification or additional information from the proposer.

XVI. REJECTION OF PROPOSALS

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

XVII. COST OF PROPOSAL PREPARATION

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the proposer. There shall be no claims whatsoever against the LHA, 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.

XVIII. 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>.

XIX. 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.

XX. RIGHTS RESERVED BY LHA

LHA reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHA 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.

XXI. NON-NEGOTIABLE CONTRACT TERMS

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

XXII. INDEMNIFICATION

Any Proposer who is selected and enters into a contract shall indemnify the LHA, 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 LHA.

XXIII. PAYMENT OF TAXES

The Proposer understands and agrees that it is responsible for paying any taxes (including Louisiana or federal income or payroll taxes), or 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.

XXIV. 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.

XXV. NON-DISCRIMINATION 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 LHA 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.

XXVII. 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, State of Louisiana.

XXVIII. SELECTION PROCESS

ALL APPLICATIONS WILL BE EVALUATED IN ACCORDANCE WITH THE FOLLOWING CRITERIA:		
Points		Maximum
Criteria I	Organizational Capacity	20
Criteria II	Project Proposal Narrative	20
Criteria III	Program Design and Approach	20
Criteria IV	Performance Measurement	20
Criteria V	Budget Justification	20
Criteria VI	Innovation and Project Readiness	10
TOTAL POINTS		110

Please note RRH applicants must meet a minimum threshold criteria score (75) to be considered for funding.

PART B. SOLICITATION OF OFFERERS - APPLICATION INSTRUCTIONS

I. APPLICATION CONTENT AND FORMAT - Checklist

Each grant application shall contain the items listed below in the following order:

A. Letter of transmittal, including contact person, telephone number, FAX number and email address.

B. Standard Form 424

C. Proposal Narrative addressing all required content items in the prescribed format

D. Project Summary

E. Proposed Budget and Narrative (using Budget Request – Exhibit A)

F. Written statement ensuring projects compliance with the CDBG grantee statement of assurances (Exhibit B).

G. Written documentation from the local Continuum of Care verifying that proposed RRH project is deemed to be an integral, strategic component of the local Continuum of Care resource system for assisting homeless persons to achieve self-sufficiency. (See Exhibit C for Continuum of Care contacts)

H. Written certification of participation in a local Homeless Management Information System (HMIS) or applicability of PL 109-162.

II. PROPOSAL NARRATIVE INSTRUCTIONS

Each RRH applicant must submit a Proposal Narrative which shall consist of a general narrative section on the applicant community which shall not exceed six (6) double spaced pages, as well as individual narrative descriptions for each proposed project consisting of no more than eight (8) double spaced pages. All information should be concise, objective and quantifiable if possible. The Proposal Narrative must address all of the following items in the order listed.

A. GENERAL NARRATIVE

1. Describe the nature and extent of the unmet need for adequate RRH assistance for homeless persons in the applicant's jurisdiction as supported by documentary information on homelessness in the local area with a specific focus with homeless household impacted by the two floods. State the sources of supporting information, for example, actual numbers served by local shelters or other housing programs serving homeless persons as well as numbers of requests for homeless shelter which were not fulfilled, surveys or estimates on homelessness in the local area, inventory of existing shelters, their use and capacity, estimates by applicant and local service providers of additional shelter requirements, reliable surrogates for homelessness data including local unemployment figures, welfare and poverty

statistics, housing authority waiting lists, numbers of emergency requests received by churches and local charitable organizations for assistance with housing crisis needs (evictions, foreclosures, etc.). Describe any unique or significant local circumstances which are pertinent to the particular homeless needs evaluated in your area (e.g., economic distress factors, prevalence data on special needs groups). Indicate the specific parishes that the proposed RRH project intends to cover as well as the specific CoC or CoCs that serve these targeted parishes. Indicate whether proposed RRH project is currently operational and what funded supported its current operations.

1. Identify any RRH performance outcomes that are tracked within your CoC/CoCs that you can apply to the proposed projects set forth.
2. Describe your CoC's strategic planning goals and objectives. How will these CDBG-DR funds and the proposed RRH be used to support those efforts?
3. Describe in detail how the proposed RRH project will align with the State's strategic planning goals and objectives.

B. PROJECT PROPOSAL NARRATIVE

This section shall describe the proposed RRH project sponsor's experience in providing RRH program service and services to meet the emergency needs of homeless persons, including current services provided and target groups being assisted, the need, or the severity of a problem that will be addressed by the RRH services to be provided. What are the consequences if the request is not funded? Be sure to substantiate statements when possible and relate to specific objectives of the State's CDBG-DR Action Plan.

1. Describe the specific proposed RRH activities and methods for accomplishment, specific target groups to be assisted with this RRH program, and identify potential subcontractor organizations. Describe how the RRH activities and program design is consistent with the RRH Program Standards described above. How will CDBG-DR funds be used to provide these RRH services? Describe tasks and specific activities to be accomplished during the entire project period including implementation. Describe how the proposed RRH services address the need in your community. Provide evidence of the effectiveness of the project's approach; be specific. How will the proposed RRH services be paired with other complimentary, existing services offered in the area to support clients served?
2. Describe in detail how the specific proposed RRH activities will intersect with your CoC's Coordinated Assessment System?
3. Explain how homeless individuals and families or households at risk of homelessness will access your RRH service(s) logistically and geographically.
4. Describe how the RRH project funded will collect consumer information. Indicate how the HMIS mandate will be met.

C. ORGANIZATIONAL CAPACITY

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

1. 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.
2. Provide evidence/documentation of an acceptable and accountable financial management system that minimizes any opportunity for fraud, waste, or mismanagement. Describe project's fiscal management system, which should include fiscal procedures and ability to identify/track CDBG and other Federal funds.
3. Provide documentation/information that confirms successful past project performance, or confirms success in initiating, maintaining, and completing similar projects.
4. Describe how you plan to monitor subgrantees (if applicable) for compliance with the regulations and requirements set forth in this NOFA.

D. PROGRAM DESIGN AND APPROACH

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

1. List and describe RRH project activities that will offered to homeless and consumers at risk of homelessness which addresses the identified need, goals and objectives, target population, and number of people each activity will serve.
2. 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.
3. Describe how your proposed program design will incorporate the RRH Program Standards and the LA RRH Policies and Procedures into both the implementation and ongoing operations of the RRH project.
4. Describe your work plan and timeline for implementation including milestones to meet program and budget goals from initiation to completion.

E. Performance Measurement

In alignment with the State's strategic planning goals as well as the State's Action Plan, the LHA has set the performance measurement indicators for rapid re-housing services (see below). This information must be captured in HMIS. In addition, LHA will set performance outcomes benchmarks for RRH services. LHA will provide a report template on the required that grantees should submit on a quarterly basis. Additionally, LHA will provide guidance to Via Link, the HMIS Administrator for the HMIS implementation in the Louisiana Continuums of Care on how to train grantees to input data to produce the required information.

Below are the required current RRH performance measurement indicators required to be tracked:

Rapid Re-housing Performance Measurement Indicators

- # of Persons in Households within the period
- Gender
- Age
- # of Persons within each special populations or sub-populations
- # of persons with disabilities
- # of households served within the period
- # of clients who have received assistance in the past who are once again seeking help (Not applicable in year 1)
- # of clients with completed VI SPDATS completed within the period

Grantees should be prepared to submit quarterly reports to LHC on program performance. Please identify proposed performance outcome benchmarks that you intend to track to demonstrate program performance. Grantees are encouraged to outline their measures of success for the program and identify how they will be tracked and reported to LHC. Special consideration will be given to those grantees that use HMIS to track program outcomes.

Provide a detailed narrative on how your RRH project intends to collect and track the performance indicators and outcome benchmarks. Also, discuss how you will use this data to guide the effective management of the RRH project to assist in improving performance and outcomes over time.

F. BUDGET AND BUDGET JUSTIFICATION

1. 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.
2. Explain and justify **each proposed budget line item** and why CDBG-DR funds are required.
3. Identify how the RRH project will be leveraged with other programs and funds and the amount / percentage of leverage for each CDBG-DR dollar. 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 into their program design and budget.
4. Provide details of any other contributions, grants, donations or awards that your organization receives. Explain if any will support or are anticipated to support this RRH project.
5. Explain other necessary cash and non-cash project budget expenditures not being proposed for CDBG-DR funding.
 - a. Identify proposed resources for other cash and non-cash budget expenditures.
 - b. Explain the commitment status of resources (e.g. received grant or contract, or letter of commitment.) and state plans to raise additional funding resources (e.g. fundraising activities).
 - c. Identify and explain how other sources of required cash or non-cash resources, not currently committed will be obtained and when.
6. Describe your plan to sustain the RRH services after CDBG-DR resources have been exhausted. What is your sustainability plan? What types of resources do you intend to identify and access? Provide details.

III. Other RRH Program Scoring Criteria

Four additional scoring criteria will be considered when reviewing applications: Program Innovation and Project Readiness.

- A. **Program Innovation:** LHC is seeking innovative program models that have the potential to be replicated across the state. Proposals must
- Demonstrate how they will utilize funding to end homelessness for singles and/or families in their geographic area.
 - Identify the target population for assistance
 - Describe the process for identifying how recipients will be targeted
 - Describe what tools or assessments will be used to determine eligibility and track progress in the program.
 - Specify what services will be provided to clients and the length of time housing subsidies will be provided
 - Demonstrate how this project aligns with Coordinated Assessment process in your community.
- B. **Project Readiness:** The period of performance for this project is 12 months with an additional 12 month contract extension if warranted. RRG grantees should be able to demonstrate that they are prepared to start the project meeting all the benchmarks identified by the timeline above. The RRH applicant should describe the key implementation tasks and how they intend to meet each benchmark as well as a strategy to effectively utilize all funds during the period of performance. Potential subgrantees and partners should be included in the application.

Exhibit A – Budget Request

RRH Households to be served	
Housing Costs Initial budget	12 months
Average Rental Subsidy	\$
Average Security deposits (1 month rent)	\$
Average Utility deposits	\$
Total Rental expenses	\$
Case Management	
Monthly Rate	\$ 450.00
Total Services	\$
Program Delivery 2%	\$
Total	\$

GRANTEE STATEMENT OF ASSURANCES

This Applicant/Grantee/Subrecipient 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/Subrecipient 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/Subrecipient 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/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’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 set forth 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 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/Subrecipient 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/Subrecipient 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/Subrecipient 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/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, 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 to 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, which 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 impediment 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 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 subrecipient 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 subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Grantee

will not contract with any subrecipient or contractor where the Grantee has notice or knowledge that the subrecipient 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 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 of 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 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 Antidisplacement 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/Subrecipient'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 an 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 which 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 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 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/SUBRECIPIENT

By: _____

Title: _____

This ____ day of _____, 20__.

Exhibit C – Regional Continuum of Care Contacts

<p>Region I UNITY for the Homeless 2475 Canal Street, Suite 300 New Orleans, LA 70119 Phone: (504) 821-4496, FAX: (504) 821-4704 Contact: Martha J. Kegel, Executive Director mkegel@unitygno.org</p>	<p>Region VI Central Louisiana Coalition to Prevent Homelessness Post Office Box 1303 Alexandria, LA 71309 Phone: (318) 443-0500, FAX: Contact: Kendra Gauthier kguathier@cenlahomelesscoalition.org</p>
<p>Region III Lafourche, Terrebonne, Assumption Homeless Partnership 320 Progressive Blvd Houma, LA 70360 Phone: (985)851-4488, FAX: (985) 872-0985 Contact: Brooke Guidry brooke@startcorp.org</p>	<p>Region VII HOPE for the Homeless 520 Olive Street Shreveport, LA 71104 Phone: (318) 670-4591 Contact: Christa Pazzaglia, Executive Director christa@nwlahope.org</p>
<p>Region IV ARCH-The Acadiana Regional Coalition on Homelessness & Housing, Inc. 405 St John St. Lafayette, LA 70501 Phone:(337) 967-0995, FAX: (337) 234-0953 Contact: Leigh Rachel arch@archacadiana.org</p>	<p>Region VIII Northeast Louisiana Housing and Supportive Services Corporation 1515 Jackson St. Monroe, LA 71203 Phone: (318) 807-6200, FAX: (318) 323-1361 Contact: Sarah Johnson sarah@sarahbjohnson.com</p>
<p>Region IX Northlake Continuum of Care Coalition P.O. Box 53 Mandaville, LA 70471 Phone: (985) 549-5373, FAX: (985) 549-5375 amills@northlakehomeless.org</p>	<p>Balance of State-Continuum of Care Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808 phone: (225) 242-1388 Contact: Gordon Levine glevine@lhc.la.gov</p>

**Louisiana Housing Authority (LHA)
Rapid Re-Housing Program
Policies and Procedures**

Purpose:

The purpose of the Rapid Re-housing Program is to provide assistance to households affected by the Great Floods of 2016 flooding to obtain housing quickly.

Eligibility:

Eligible Households are those:

- Displaced by the Great Floods of 2016.
- Earning less than 80% AMI

Priority for the assistance is given to those who are currently residing in Red Cross Shelters, FEMA Temporary Shelter Stay Placements (TSA), renters living in distressed homes or doubled with family/friends since the Great Floods of 2016.

Application:

Households meeting the eligibility criteria and wishing to apply for assistance should obtain and complete a Common Application for Housing from their Disaster Case Manager or the Louisiana Housing Authority. As part of the application process all applicants must sign a release form authorizing the provider to obtain and verify all information necessary for processing the application.

The application should be submitted to the Louisiana Housing Authority. Application will be reviewed to make sure the household meets the eligibility and priority criteria. Eligibility determination should be completed within five calendar days after receipt of the application. If approved the family will be issued a Rapid Re-housing Voucher and Unit Approval Form.

The receipt of Rapid Re-housing Assistance is conditioned upon:

- (a) Selecting a housing unit within 60 days of receipt of the voucher;
- (b) Completing the steps necessary to lease up and move into the selected unit; and
- (c) Signing the Rapid Re-housing Notice of Rental Subsidy Terms and Conditions.

Families not determined to be eligible will be provided a Notice of Denial of Eligibility.

Provider Assignment:

Approved families will be assigned to a Housing Support Provider immediately to engage with the family and assist in the housing search process. The Housing Support Provider will serve as the point of contact for LHA for all assigned families.

Unit Selection:

Applicants are responsible for identifying an appropriate rental unit. The unit must pass the housing inspection required by LHA, not exceed the voucher amount, and be secured within the time frame identified on the voucher.

Rapid Re-housing assistance shall be provided only for housing units located within the (disaster impacted parishes), unless otherwise approved by LHA.

Lease Signing Process:

Once an identified unit has passed inspection LHA will schedule a lease signing appointment with the landlord. This appointment will be communicated to the assigned Housing Support Provider to inform the approved household.

Rental Calculation:

During the period of rental assistance, each household shall contribute toward the cost of housing no less than thirty percent (30%) of their adjusted annual income. This will be determined using the LHA Rental Calculation Form. Rental assistance shall be the difference between the cost of housing and the household contribution.

Receipt of Rapid Re-housing assistance is conditioned on the applicant household:

- (a) Selecting an approved housing unit in a timely manner and completing steps necessary to lease up and move into the selected unit within the time frame indicated on the voucher, absent a good cause reason for the delay.
- (b) Signing the Rapid Re-housing Notice of Rental Subsidy Terms and Conditions.
- (c) Timely payment of the participant’s share of the monthly rent;
- (d) Participating in the case management services; and
- (e) Applying for all applicable public benefits and housing assistance for which the applicant is eligible, including applying for other housing assistance, if applicable.

Reporting changes in income:

Households receiving rental assistance shall be required to report to the Housing Support Provider any change in the household’s monthly income as soon as possible but no later than ten (10) days after the change occurs.

Upon written notification by the household of a change in the household’s monthly income, the Provider shall determine if there is a need to recalculate the amount of the household’s housing cost contribution, based on the following:

- (a) If the household reports a decrease in monthly income of fifty dollars (\$50) or more, the Provider shall recalculate the household’s contribution. Conversely, a household reporting a decrease in monthly income of less than fifty dollars (\$50) may request that a recalculation be conducted;
- (b) If the recalculation results in an increase in the amount of rental assistance, the change shall be effective the first day of the month or the next day that rent is due if different from the first of the month, whichever is first, following completion of the calculation. The recalculation shall be completed within five (5) business days of receipt of written notice by the household of the decrease in household income and any documentation necessary for the Provider’s recalculation;
- (c) If the household is reporting an increase in monthly income of one hundred dollars (\$100) or more, a Provider shall conduct a recalculation;

- (d) If the recalculation results in a decrease in the amount of rental assistance, the change shall be effective on the first of the following month to allow for 30 days written notice of the increase to the household.

When a Provider calculates a change in rental assistance as a result of a reported change in income, the Provider shall give to the participant household a Notice of Change in Rental Assistance.

Case Management with the Rapid Re-housing Support Provider

New participants will be assigned to a Rapid Re-housing Support Provider when determined eligible for the program. Upon acceptance of a housing unit that meets the RRH program requirements and signing of the Rapid Re-housing Notice of Terms and Conditions, the following Case Management Requirements shall apply to the household.

All RRH participants are expected to:

- (a) Develop a budget plan that indicates how the family will meet their monthly rental obligation for each of the twelve (12) months of the RRH Program.
- (b) Meet at least monthly with their RRH provider to evaluate progress, to share concerns about obstacles to goals, and to take advantage of the expertise of staff and their access to resources.
 - i. At these meetings, the budget plan will be reviewed, updated, and changes will be made in action steps required to meet goals if needed. Participants are required to actively participate in the evaluations with their RRH Provider.
 - ii. If the Participant fails to pay their share of the rental payment, the Participant shall be in danger of violating the household's lease with the landlord and face the consequences for failure to pay rent, including eviction, set forth in the lease.
- (c) Work expeditiously toward economic self-sufficiency in order to achieve their long-term permanent housing solution. The RRH Provider will assist with referrals to appropriate mainstream and community-based services that can support the family's efforts to become economically self-sufficient.

Education, Employment, or Employment Training

- (a) Case managers will assist in identifying appropriate employment training programs.
- (b) Participants are expected to follow up on referrals to appropriate training programs, to participate in all scheduled classes in the chosen program, and to successfully complete the education or training program.

Financial Planning

All participants will be encouraged to develop and follow a budget plan. The plan will include payment of the required rental payment each month and addressing credit issues that represent a barrier to maintaining housing.

Permanent Housing

Participants who enter the program have the option of remaining in the same units as assigned upon program completion, but they then must pay the full market rate rent independent of the program.