

CFDA # 14.228
Grant # B-06-DG-22-0001 & 0002
Year: 2006 & 2007
Office of Contractual Review # 107-800979
CFMS # 655224
Amendment # 1

Amendment to Agreement between State of Louisiana
Division of Administration
Office of Community Development/ Louisiana Housing Authority
AND
Louisiana Department of Health and Hospitals

Effective Date of Amendment: July 1, 2012

Amendment Provisions

All references to "Office of Community Development" or "OCD" shall now read "Office of Community Development, Louisiana Housing Agency" or "OCD/LHA".

Change from:

Page 1:

USE OF GRANT PROCEEDS:

Louisiana Supportive Services Grants for Permanent Supportive Housing are designed to provide flexible, community-based supportive services linked to affordable rental housing units in community-integrated, non-institutional settings. The Louisiana Department of Health and Hospitals (DHH) will serve as the lead agency for funding, administration, and monitoring of CDBG funds for Louisiana Supportive Services Grants. Supportive Services Grants will only be made to sub-recipient Local Lead Agencies designated by DHH. Local Lead Agencies will conduct outreach to identify individuals eligible for Permanent Supportive Housing; will develop and maintain waiting lists for Permanent Supportive Housing; will enter into agreements with providers of Permanent Supportive Housing units; will pre-screen, prioritize, and refer eligible individuals for Permanent

Supportive Housing; and will arrange for and/or provide an array of services designed to assist individuals in transitioning to Permanent Supportive Housing and in maintaining successful, long-term tenancies. This does not preclude provision of all or part of these services by DHH or DHH Office of the Secretary when necessary for assuring program compliance and achievement of performance measures and deliverables. Louisiana Supportive Services Grants may only be used in conjunction with rental housing that is community integrated, non-institutional, and not subject to licensure by DHH or DSS; in which the individual receiving services is either a lessee or the dependent of a lessee; and in which no more than 50% of units are set aside or designated for Permanent Supportive Housing. Louisiana Supportive Services Grants may also be used in conjunction with Permanent Supportive Housing funded by DSS through the Homelessness PSH Capital Incentive Grant Program, even when greater than 50% of the units developed with such funds are designated for PSH. The provision of these services is contingent upon the production, availability, and identification of PSH units that are approved for program participation by OCD/LHA during the term of this Agreement.

TERM: July 1, 2007 to December 30, 2016

This Cooperative Endeavor Agreement (hereinafter "Agreement"), is made and entered into on the dates and at the places subscribed below by and between the Louisiana DEPARTMENT OF HEALTH AND HOSPITALS (hereinafter "DHH"), Bienville Building, 628 N. Fourth Street, Baton Rouge, Louisiana 70802 (P.O. Box 629, Baton Rouge, LA. 70821-0629) represented herein by its duly appointed and authorized Secretary, Frederick P. Cerise, M.D., M.P.H.; and the DIVISION OF ADMINISTRATION, GOVERNOR'S OFFICE OF COMMUNITY DEVELOPMENT (hereinafter "OCD"), 1201 N. 3rd Street, Suite 7-270, Baton Rouge, Louisiana 70802, represented herein by Susan Elkins, Executive Director.

I. PREAMBLES

A. The Constitution of the State of Louisiana Article VII, Section 14(C) provides that "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual:"

B. In the aftermath of Hurricane Katrina and Hurricane Rita, the United States Congress, through Public Law 109-148 and through Public Law 109-234, allocated funds to the U.S. Department of Housing and Urban Development Community Development Block Grant ("CDBG") Program for use through the State of Louisiana for disaster recovery:

C. OCD, on behalf of the State of Louisiana, administers the State's CDBG disaster recovery program, which is subject to the federal statutes and regulations governing the CDBG programs, as modified by exceptions and waivers previously granted and which may hereinafter be granted by the U.S. Department of Housing and Urban Development;

D. The State, through The Road Home Housing Programs Action Plan Amendment for Disaster Recovery Funds (Action Plan Amendment Number 1) approved by the Louisiana Legislature on May 11, 2006 and by HUD on August 22, 2006, provides that \$72.73 million of the CDBG disaster recovery allocation be utilized for Louisiana Supportive Services Grants for Permanent Supportive Housing.

E. The CDBG eligible activities funded by this grant are consistent with the national objective of meeting community development needs for low to moderate income households. Individuals eligible to receive services funded by Louisiana Supportive Services Grants for Permanent Supportive Housing will be low income individuals determined by sub-recipient Local Lead Agencies to be in need of and eligible for Permanent Supportive Housing. The Department of Health and Hospitals, its sub-recipients, contractors, and sub-contractors certify that 100 percent of activities paid with CDBG grant funds will benefit low income individuals and families.

F. The purpose of this Agreement is consistent with the national objective of benefiting low- income persons.

G. The public purpose to be derived from this Agreement is to expeditiously and effectively implement the Louisiana Supportive Services Grants for Permanent Supportive Housing under the CDBG disaster recovery programs;

H. The actions of the OCD and DHH will result in a public benefit described in detail not disproportionate to the consideration in this Agreement.

II. SCOPE OF SERVICES

A. OCD, as administrator of the CDBG Disaster Recovery Program, subject to the terms and conditions of this Agreement, shall make available to DHH CDBG Disaster Recovery funds in the gross amount of up to \$72,730,000.00 (the "Grant Amount") for the purpose of funding the Supportive Services Grant program for Permanent Supportive Housing as referenced above.

B. DHH's rights and obligations under this Agreement are as a sub-grant administrator for those grant proceeds provided to sub-recipients as part of the Louisiana Supportive Services Grant program for Permanent Supportive Housing, as set forth in the action plan approved by HUD. DHH will be responsible for administering the Program in a manner satisfactory to OCD and consistent with any standards required as a condition of providing these funds. DHH shall maintain such records as set forth in Exhibit A "Program Administration," and shall require that such records be maintained by its sub-recipients, and shall monitor its sub-recipients as set forth in Exhibit A. Grants issued to sub- recipients shall be issued by grant agreements titled Cooperative

Endeavor Agreements("CEAs") in a format approved by OCD.

C. Goals and Objectives

The activities of the Louisiana Supportive Services Grants for Permanent Supportive Housing are expected to increase access to decent, safe, affordable, mainstream housing for people with disabilities, people who are homeless, and individuals at risk for homelessness; and to help such individuals maintain long-term, stable, and successful tenancies.

D. Statement of Work

1. Sub-recipient Grant Award and General Program Administration and Monitoring of Louisiana Supportive Services Grants for Permanent Supportive Housing:

DHH will enter into Cooperative Endeavor Agreements with sub-recipients of Louisiana Supportive Services Grants and assist sub-recipients in establishing appropriate program files; ensure sub-recipients have proper financial management capabilities; schedule training for sub-recipients, including training related to proper use and administration of CDBG funds in coordination with OCD/Disaster Recovery Unit (DRU); ensure national objective compliance for sub-recipient grant; ensure eligible activity compliance for each sub-recipient grant; develop sub-recipient agreements; submit format for sub-recipient agreements for OCD/DRU review; ensure sub-recipients follow proper procurement procedures; schedule and conduct onsite monitoring visits of sub-recipients with OCD/DRU; prepare written monitoring reports; receive from sub-recipients written responses to monitoring letters; and ensure follow-up corrective actions are completed by sub-recipients.

2. Sub-recipient Grant Award and Financial Management of Louisiana Supportive Services Grants for Permanent Supportive Housing

DHH shall provide financial oversight of the sub-recipients and will have a Program Monitor to work directly with the sub-recipients and monitor performance measures. DHH will provide accounting staff assigned to process the CEAs with the sub-recipients; prepare and monitor the budget documents necessary to capture and disburse CDBG funds from the State; ensure appropriate OMB Circular Cost Principles are followed; track the CEAs and their expenditures via budget projections; review and approve budget amendments; submit request for payments to OCD; draw and classify federal funds; perform site visits to monitor Sub-recipient expenditures; review and pay invoices; and, if required, issue IRS Form 10990 to appropriate grant recipients. In addition, DHH will provide technical assistance to ensure that CDBG funds are used to receive the best return on investment.

3. Sub-recipient Grant Award and Performance Measurement and Accountability for Louisiana Supportive Services Grant for Permanent Supportive Housing:

DHH will prepare and submit to OCD quarterly progress reports for all sub-

recipient activities to ensure that sub-recipients: 1) adhere to the scope of work; 2) report their level of accomplishment; 3) adhere to established time tables; 4) collect all data needed for reporting performance accomplishments to HUD, and 5) collect and correlate all sub-recipient data for the program. Quarterly reports are due on the 15th day following the end of each calendar quarter.

4. DHH as Grant Recipient:

DHH will establish appropriate program files; will maintain adequate financial records for all program activities; verify and maintain source documentation for reimbursement; prepare budget amendments; and will prepare and submit to OCD/LHA quarterly progress reports.

5. DHH Approval of Sub-recipient Grant Awards and Use of Supportive Services Grant Funds.

In order to receive Louisiana Supportive Services Grants for Permanent Supportive Housing, sub-recipients must prepare and submit, and DHH must approve, a Supportive Services Plan. Louisiana Supportive Services Grants may only be used in conjunction with mainstream rental housing that is community integrated, non-institutional, and not subject to licensure by the Department of Health and Hospitals or Department of Social Services; in which the individual receiving services is either a lessee or the dependent of a lessee; and in which no more than 50% of units are set aside or designated for Permanent Supportive Housing. Louisiana Supportive Services Grants may also be used in conjunction with Permanent Supportive Housing funded by DSS through the Homeless PSH Capital Incentive Grant Program, even when greater than 50% of the units developed with such funding are designated for PSH. Services funded by Louisiana Supportive Services Grants may only be provided to individuals who are determined eligible for services by the sub-recipient Local Lead Agencies and who are referred to Permanent Supportive Housing Units by sub-recipient Local Lead Agencies. Services funded by Supportive Services Grants to the sub-recipient agencies must be those contained in the approved Supportive Services Plan.

E. Deliverables

The Deliverables under this Agreement shall include: 1) the performance of the services required under this Agreement; 2) written monitoring reports on sub-recipients' performance; 3) periodic progress reports from DHH's sub-recipients; and 4) other items set forth in detail in Exhibit B, the "Plan" Deliverables.

F. Performance Measures

The performance measures for this Agreement shall include the successful performance and completion of DHH's task as provided in this Agreement and as set forth in detail in Exhibit B, the "Plan," Performance Measures.

III. PAYMENT:

- A. OCD will pay to DHH funds available under this Agreement based upon information submitted by DHH and consistent with any approved Budget. Payments will be made for eligible expenses actually incurred by the DHH and its sub-recipients.

The payment process is as follows:

1. DHH shall submit a Request For Payment form and appropriate supporting documents to OCD Disaster Recovery Unit Financial Manager or his designee for review.
 2. Requests For Payments shall not be submitted more frequently than weekly.
 3. Requests For Payment from DHH shall cumulate all current requests from DHH and its sub-recipients; separate Requests For Payment per sub-recipient should not be submitted;
 4. Grant proceeds shall not be drawn in advance; Requests For Payment shall only be for eligible activities actually incurred by DHH or its sub-recipient and within the approved Budget.
 5. Upon approval of the Requests For Payment by the OCD Disaster Recovery Unit Financial Manager, the request is then forwarded to the Office of Finance and Support Services (OFSS) for final payment processing.
- B. In its capacity as monitoring agent of the sub-recipient grants, DHH shall be reimbursed by OCD for actual direct costs incurred for administrative services relating to the grant. DHH shall not submit for reimbursement any administrative time relating to the implementation or use of other DHH grant funds that are independent of grant funds received from OCD.

IV. DURATION OF AGREEMENT

This Agreement shall be for a period commencing on July 1, 2007 and ending December 30, 2016, or when DHH meets the contractual obligations included in this Agreement, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

Change to:

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USE OF GRANT PROCEEDS:

Louisiana Supportive Services Grants for Permanent Supportive Housing are designed to provide flexible, community-based supportive services linked to affordable rental housing units in community-integrated, non-institutional settings. The Louisiana Department of Health and Hospitals (DHH) will serve as the lead agency for funding, administration, and monitoring of Community Development Block Grant (CDBG) funds for Louisiana Supportive Services Grants. Supportive

Services Grants will be made to Local Lead agencies (LLAs), the DHH designated Statewide Management Organization (SMO) contracted by DHH to manage Medicaid and non Medicaid behavioral health services, and others as determined necessary to carry out these duties. These entities will provide or will enter into agreements with providers of services for persons with disabilities who qualify for Permanent Supportive Housing units; will directly pre-screen, prioritize, and refer eligible individuals for Permanent Supportive Housing or make arrangements for those responsibilities; and will arrange for and/or provide an array of services designed to assist individuals in transitioning to Permanent Supportive Housing and in maintaining successful, long-term tenancies. This does not preclude provision of all or part of these services by DHH when necessary for assuring program compliance and achievement of performance measures and deliverables. Louisiana Supportive Services Grants may only be used in conjunction with rental housing that is community integrated, non-institutional, and not subject to licensure by DHH; in which the individual receiving services is either a lessee or the dependent of a lessee. The provision of these services is contingent upon the production, availability, and identification of PSH units that are approved for program participation by the Office of Community Development/LA Housing Authority (OCD/LHA) during the term of this Agreement.

TERM: July 1, 2007 to December 31, 2018

This Cooperative Endeavor Agreement (hereinafter "Agreement"), is made and entered into on the dates and at the places subscribed below by and between the Louisiana DEPARTMENT OF HEALTH AND HOSPITALS (hereinafter "DHH", "Grantee" or "Agency") and the DIVISION OF ADMINISTRATION, GOVERNOR'S OFFICE OF COMMUNITY DEVELOPMENT/LOUISIANA HOUSING AUTHORITY (hereinafter "OCD/LHA").

I. PREAMBLES

A. The Constitution of the State of Louisiana Article VII, Section 14(C) provides that "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

B. In the aftermath of Hurricane Katrina and Hurricane Rita, the United States Congress, through Public Law 109-148 and through Public Law 109-234, allocated funds to the U.S. Department of Housing and Urban Development Community Development Block Grant ("CDBG") Program for use through the State of Louisiana for disaster recovery;

C. OCD/LHA, on behalf of the State of Louisiana, administers the State's CDBG disaster recovery program, which is subject to the federal statutes and regulations governing the CDBG programs, as modified by exceptions and waivers previously granted and which may hereinafter be granted by the U.S. Department of Housing and Urban Development;

D. The State, through The Road Home Housing Programs Action Plan Amendment for Disaster Recovery Funds (Action Plan Amendment Number 1) approved by the Louisiana Legislature on May 11, 2006 and by HUD on August 22, 2006, provides that \$72.73 million of the CDBG disaster recovery allocation be utilized for Louisiana Supportive Services Grants for Permanent Supportive Housing.

E. The CDBG eligible activities funded by this grant are consistent with the national objective of meeting community development needs for low to moderate income households. Individuals eligible to receive services funded by Louisiana Supportive Services Grants for Permanent Supportive Housing will be low income individuals in need of and eligible for Permanent Supportive Housing. The Department of Health and Hospitals, its sub-recipients, contractors, and sub-contractors certify that 100 percent of activities paid with CDBG grant funds will benefit low income individuals and families.

F. The purpose of this Agreement is consistent with the national objective of benefiting low- income persons.

G. The public purpose to be derived from this Agreement is to expeditiously and effectively implement the Louisiana Supportive Services Grants for Permanent Supportive Housing under the CDBG disaster recovery programs;

H. The actions of the OCD/LHA and DHH will result in a public benefit described in detail not disproportionate to the consideration in this Agreement.

II. SCOPE OF SERVICES

A. OCD/LHA, as administrator of the CDBG Disaster Recovery Program, subject to the terms and conditions of this Agreement, shall make available to DHH CDBG Disaster Recovery funds in the gross amount of up to \$72,730,000.00 (the "Grant Amount") for the purpose of funding the Supportive Services Grant program for Permanent Supportive Housing as referenced above.

B. DHH's rights and obligations under this Agreement are as a sub-grant administrator for those grant proceeds provided to sub-recipients as part of the Louisiana Supportive Services Grant program for Permanent Supportive Housing, as set forth in the action plan approved by HUD. DHH will be responsible for administering

the Program in a manner satisfactory to OCD/LHA and consistent with any standards required as a condition of providing these funds. DHH shall maintain such records as set forth in Exhibit A "Program Administration," and shall require that such records be maintained by its sub-recipients, and shall monitor its sub-recipients as set forth in Exhibit A. Grants issued to sub-recipients shall be issued by grant agreements titled Cooperative Endeavor Agreements ("CEAs") in a format approved by OCD/LHA or in contract amendments to existing DHH contracts in a format approved by OCD/LHA.

C. Goals and Objectives

The activities of the Louisiana Supportive Services Grants for Permanent Supportive Housing are expected to increase access to decent, safe, affordable, mainstream housing for people with disabilities and to help such individuals maintain long-term, stable, and successful tenancies.

D. Statement of Work

1. Sub-recipient Grant Award and General Program Administration and Monitoring of Louisiana Supportive Services Grants for Permanent Supportive Housing:

DHH will enter into Cooperative Endeavor Agreements or contracts with sub-recipients of Louisiana Supportive Services Grants and assist sub-recipients in establishing appropriate program files; ensure sub-recipients have proper financial management capabilities; schedule training for sub-recipients, including training related to proper use and administration of CDBG funds in coordination with OCD/LHA/Disaster Recovery Unit (DRU); ensure national objective compliance for sub-recipient grant; ensure eligible activity compliance for each sub-recipient grant; develop sub-recipient agreements; submit format for sub-recipient agreements for OCD/LHA/DRU review; ensure sub-recipients follow proper procurement procedures; schedule and conduct onsite monitoring visits of sub-recipients with OCD/LHA/DRU; prepare written monitoring reports; receive from sub-recipients written responses to monitoring letters; and ensure follow-up corrective actions are completed by sub-recipients.

2. Sub-recipient Grant Award and Financial Management of Louisiana Supportive Services Grants for Permanent Supportive Housing

DHH shall provide financial oversight of the sub-recipients and will have a Program Monitor and designated staff to work directly with the sub-recipients and monitor performance measures. DHH will provide accounting staff assigned to process the CEAs/contracts with the sub-recipients; prepare and monitor the budget documents necessary to capture and disburse CDBG funds from the State; ensure appropriate OMB Circular Cost Principles are followed; track the CEAs/contracts and their expenditures via budget projections; review and approve budget amendments; submit

request for payments to OCD/LHA; draw and classify federal funds; perform site visits to monitor Sub-recipient expenditures; review and pay invoices; and, if required, issue IRS Form 1099G to appropriate grant recipients. In addition, DHH will provide technical assistance to ensure that CDBG funds are used to receive the best return on investment.

3. Sub-recipient Grant Award and Performance Measurement and Accountability for Louisiana Supportive Services Grant for Permanent Supportive Housing:

DHH will prepare and submit to OCD/LHA quarterly progress reports for all sub-recipient activities to ensure that sub-recipients: 1) adhere to the scope of work; 2) report their level of accomplishment; 3) adhere to established time tables; 4) collect all data needed for reporting performance accomplishments to HUD, and 5) collect and correlate all sub-recipient data for the program. Quarterly reports are due on the 15th day following the end of each calendar quarter.

4. DHH as Grant Recipient:

DHH will establish appropriate program files; will maintain adequate financial records for all program activities; verify and maintain source documentation for reimbursement; prepare budget amendments; and will prepare and submit to OCD/LHA quarterly progress reports.

5. DHH Approval of Sub-recipient Grant Awards and Use of Supportive Services Grant Funds.

In order to receive Louisiana Supportive Services Grants for Permanent Supportive Housing, sub-recipients must deliver services as described in an approved CEA or contract agreement. Louisiana Supportive Services Grants may only be used in conjunction with mainstream rental housing that is community integrated, non-institutional, and not subject to licensure by the Department of Health and Hospitals or Department of Children and Family Services (DCFS); in which the individual receiving services is either a lessee or the dependent of a lessee; and in which no more than 50% of units are set aside or designated for Permanent Supportive Housing. Louisiana Supportive Services Grants may also be used in conjunction with Permanent Supportive Housing funded by DCFS through the Homeless PSH Capital Incentive Grant Program, even when greater than 50% of the units developed with such funding are designated for PSH. Services funded by Louisiana Supportive Services Grants may only be provided to individuals who are determined eligible for services by the sub-recipient Local Lead Agencies or the Statewide Management Organization and who are referred to Permanent Supportive Housing Units by sub recipient Local Lead Agencies or the Statewide Management Organization. Services funded by Supportive Services Grants to the sub recipient agencies must be those contained in the approved CEA or contract

agreement.

E. Deliverables

The Deliverables under this Agreement shall include: 1) the performance of the services required under this Agreement; 2) written monitoring reports on sub-recipients' performance; 3) periodic progress reports from DHH's sub-recipients; and 4) other items set forth in detail in Revised Exhibit B, the "Plan" Deliverables.

F. Performance Measures

The performance measures for this Agreement shall include the successful performance and completion of DHH's task as provided in this Agreement and as set forth in detail in Revised Exhibit B, the "Plan," Performance Measures.

III. PAYMENT

OCD/LHA will pay to DHH funds available under this Agreement based upon information submitted by DHH and consistent with Revised Exhibit C, Budget. The parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

Payments will be made for eligible expenses actually incurred by the DHH and its sub-recipients.

DHH shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of the OCD/LHA, or his designee, for approval.

DHH shall submit with each draw request the related time sheets including, but not limited to, the name of the individual performing the work, the number of hours worked during the period, hourly rates, work completed, and such other information as the OCD/LHA deems necessary to process the request.

Following review and approval of the draw requests by the Executive Director of the OCD/LHA, or his designee, approved draw requests shall be submitted to the OCD/LHA Financial Manager, or his designee, for approval of payment. Draw requests not approved by the Executive Director of the OCD/LHA or the OCD/LHA Financial Manager, or their respective designees, shall not be paid, but returned to DHH for further processing.

Upon approval of payment by the OCD/LHA as provided for above, payment of Eligible Expenses shall be provided to DHH via electronic funds transfer.

Indirect costs are not reimbursable under this Agreement. No advances shall be made.

Eligible travel costs shall be reimbursed in accordance with PPM49 if provided for in the Budget.

In the event of non-compliance with this Agreement, the OCD/LHA may withhold payment to the DHH until the OCD/LHA deems the DHH has brought the Program within compliance. Noncompliance on one individual project funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

In its capacity as monitoring agent of the sub-recipient grants, DHH shall be reimbursed by OCD/LHA for actual direct costs incurred for administrative services relating to the grant. DHH shall not submit for reimbursement any administrative time relating to the implementation or use of other DHH grant funds that are independent of grant funds received from OCD/LHA.

IV. DURATION OF AGREEMENT

This Agreement shall be for a period commencing on July 1, 2007 and ending December 31, 2018, or when DHH meets the contractual obligations included in this Agreement, whichever comes first, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

Add to:

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XI. OTHER CONTRACT PROVISIONS

G. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>), that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD/LHA in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD/LHA.

H. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD/LHA citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current,

pending and future applicable Action Plan Amendment(s) (refer to <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>).

I. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

J. Mitigation Plan

Grantee is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

K. Assurances

Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, adhere to all applicable state and federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto and incorporated herein as Exhibit D, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the administrator of the recovery efforts of the Parish, bears sole responsibility for implementing such recovery efforts.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

L. Cooperation with HUD and the OCD/LHA

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the

CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD/LHA's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD/LHA regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD/LHA and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD/LHA.

M. Contract Monitor/Performance Measures

The contract monitor for the OCD/LHA on this Agreement is the Executive Director of the OCD/LHA, or his designee. The performance measures for this Agreement shall include the successful performance and completion of Agency's obligations as provided in this Agreement and any attachments. Agency shall submit to the OCD/LHA, on a schedule and dates to be provided by the OCD/LHA, a report of project progress and beneficiary data in a format to be provided by the OCD/LHA. Reporting requirements may require Agency to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s) funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Agency's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

N. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD/LHA is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD/LHA for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD/LHA agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid

under this Agreement.

O. Termination for Convenience

The OCD/LHA may terminate the Agreement in whole or in part at any time by giving at least ninety (90) days prior written notice to DHH. The ninety days notice is required because of the nature of the permanent supportive housing services and the fragility of the population being served. DHH shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

P. Taxes

DHH shall be responsible for payment of all applicable taxes from the funds to be received under this Agreement. DHH's federal tax identification number is 72-6011595, DUNS # 809927064.

Q. General Administrative Requirements

If Grantee is a state, local or federally recognized Indian tribal government, Grantee shall comply with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a). If Grantee is an institution of higher education, a hospital or a non-profit organization, Grantee shall comply with 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b), as appropriate.

R. Financial Management

If Grantee is a state, local or federally recognized Indian tribal government, Grantee shall comply with 24 CFR 85.20. If Grantee is an institution of higher education, a hospital or a non-profit organization, Grantee shall comply with 24 CFR 84.21, as appropriate. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Grantee shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" or OMB Circular A-21, "Cost Principles for Educational Institutions," as appropriate. These principles shall be applied for all costs incurred.

S. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502(a)(15);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD/LHA to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

3. Access to Records

The OCD/LHA, the Division of Administration ("DOA"), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or

agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD/LHA, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD/LHA's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

A quasi public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

T. Procurement

If Grantee is a state, local or federally recognized Indian tribal government, Grantee shall comply with the current OCD/LHA policy and the requirements of 24 CFR 85.36 and Public Law 110-329 regarding procurement. If Grantee is an institution of higher

education, a hospital or a non-profit organization, Grantee shall comply with 24 CFR 84.40 – 84.48 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the Grantee.

U. General Compliance

Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Grantee does not assume the OCD/LHA's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD/LHA's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3)
2. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5)
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502.
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

V. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the 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 Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

W. Covenant Against Contingent Fees and Conflicts of Interest

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD/LHA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

X. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this Agreement 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.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of 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 subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Grantee will not subcontract with any subcontractor where Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after Grantee is selected but before the Agreement 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 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. 450e) 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).

Y. Program Income

1. Recording Program Income.

Grantee shall submit a quarterly report to the OCD/LHA detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income.

All program income shall be remitted to the OCD/LHA pursuant to a schedule provided by the OCD/LHA.

Z. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD/LHA any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as the OCD/LHA deems appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD/LHA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD/LHA. Grantee may retain real property acquired or improved under this Agreement after

the expiration of the five-year period, or such longer period as the OCD/LHA deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD/LHA for the CDBG program or (b) retained by Grantee after compensating the OCD/LHA an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

AA. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD/LHA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

BB. Hold Harmless

Grantee shall hold harmless, defend and indemnify the OCD/LHA from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

CC. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

DD. Insurance & Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to OCD/LHA, covering all employees in an amount equal to cash advances from the OCD/LHA.

EE. OCD/LHA Recognition

Grantee shall insure recognition of the role of the OCD/LHA and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently

labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

FF. Amendments

The OCD/LHA or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD/LHA and the Office of Contractual Review and/or the Louisiana Commissioner of Administration. Such amendments shall not invalidate this Agreement, nor relieve or release the OCD/LHA or Grantee from its obligations under this Agreement.

The OCD/LHA may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD/LHA may constitute, at the OCD/LHA's discretion, a basis for termination of this Agreement for cause.

GG. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

HH. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

II. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby

that is not expressly contained in this Agreement.

JJ. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

KK. Controversies

Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1524-1526.

LL. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

MM. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

NN. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of Contractual Review and/or the Commissioner of Administration.

OO. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

PP. Prohibited Activity

Grantee is prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

QQ. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

RR. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SS. Subcontractors

Grantee may, with prior written permission from the OCD/LHA, enter into subcontracts with third parties for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD/LHA for any breach in the performance of Grantee's or any subcontractor's duties.

TT. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD/LHA.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD/LHA, and shall, upon request, be returned by Grantee to the OCD/LHA at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD/LHA shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD/LHA will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD/LHA shall remain the property of the OCD/LHA and shall be returned by Grantee to the OCD/LHA, upon request, at termination, expiration or suspension of this Agreement.

UU. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Grantee and any third

parties funded using Grant Funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

Change From:

Page 10:

XII. NOTICES

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Ms. Susan Elkins
Executive Director
Office of Community Development
1201 N. 3rd Street, Suite 7-270
Baton Rouge, Louisiana 70802

Frederick P. Cerise Secretary
Louisiana Department of Health and Hospitals
P.O. Box 629
Baton Rouge, Louisiana 70821-0629

Change To:

Page 10:

XII. NOTICES

All notices and other communications pertaining to this Agreement shall be in writing

and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Executive Director
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

Secretary
Louisiana Department of Health and Hospitals
P.O. Box 629
Baton Rouge, Louisiana 70821-0629

CHANGE FROM:

Exhibit B

CHANGE TO:

Revised Exhibit B, attached hereto and made a part hereof.

CHANGE FROM:

Exhibit C

CHANGE TO:

Revised Exhibit C, attached hereto and made a part hereof.

ADD:

Exhibit D, Statement of Assurances, attached hereto and made a part hereof.

Balance of this page left blank intentionally.

All other terms and conditions remain unchanged.

The Parties have executed and delivered this Agreement between the State of Louisiana, Division of Administration, Governor's Office of Community Development/Louisiana Housing Authority and Louisiana Department of Health and Hospitals on the date set forth next to their respective signatures below, but effective as of the date set forth above.

OCD/LHA

Name: _____

Title: _____

Date: _____

OCD/LHA

Name: _____

Title: _____

Date: _____

DHH

Name: _____

Title: _____

Date: _____

REVISED EXHIBIT B

The Plan and Performance Measures

Name of Contracting Entity: Department of Health and Hospitals

Address: P.O. Box 629, Baton Rouge, Louisiana 70821-0629

Contact name and title: Christine Rhorer, DHH PSH Program Manager

Phone: (225) 342-5885

Email: christine.rhorer@la.gov

Title of Project: Louisiana Supportive Services for Permanent Supportive Housing (PSH)

Brief Description of Project:

This project provides supportive services funds to be used in conjunction with units of affordable housing approved for participation in the PSH program by the Louisiana Office of Community Development (OCD/LHA) and produced through the Low Income Housing Tax Credit "Piggyback" Program and the Louisiana Housing Authority (PHA) initiatives.

The Louisiana Department of Health and Hospitals (DHH) will serve as the lead agency for funding, administration, and monitoring of CDBG funds for supportive services and services administration of the program. DHH will provide or enter into agreements with sub-recipients including the Statewide Managed Care Organization (SMO) and others as determined necessary, for outreach services to identify individuals eligible for Permanent Supportive Housing, management of referrals of PSH eligible individuals, and the delivery of services to all PSH tenants.

The OCD/LHA will maintain and manage waiting lists of eligible applicants, and will refer applicants to housing providers when units of housing approved for participation in the PSH program become available. The DHH and OCD/LHA will establish program policies regarding eligibility and prioritization of applicants for PSH participation; will review and approve scope of work for sub-recipients and will monitor sub-recipient activities and performance.

GOAL/PURPOSE

To provide supportive services for up to 3,000 units of Permanent Supportive Housing.

OUTCOMES

Outcomes include increased housing stability for participants; reduced use of institutionally-based services; and increased access to income, benefits and services that improve health outcomes.

- 100% of households housed in PSH will have access to services to assist them to get and keep housing and remain stabilized in the community.

ACTIVITY 1

DHH will enter into an agreement with the SMO for delivery of services related to Permanent Supportive Housing for persons who qualify for services contracted by the SMO; and DHH Offices will manage access for services to persons who qualify for other disability related services related to Permanent Supportive Housing

Key Deliverables & Timelines:

- A. SMO Contract amendment and any addenda referencing PSH requirements is executed—**before August 1, 2012**
- B. PSH Policies and Procedures are approved—**before August 1, 2012**
- C. SMO agreement with DHH Offices is executed—**before August 1, 2012**

Performance Measures:

- Format for SMO Contract amendment is approved by OCD/LHA.
- Agreements between the SMO and DHH Offices are approved by OCD/LHA.

ACTIVITY 2

DHH will establish operating framework for PSH program, including establishing policies, processes, and methods for identification of eligible tenants, housing referral, supportive services, and long-term sustainability of services.

Key Deliverables:

- A. Written policies and procedures for identification and referral of eligible tenants – **before August 1, 2012**

- B. Template for Services Pathways and Provider Requirements – **before August 1, 2012**
- C. Technical assistance and policy guidance to new statewide management organization (SMO) for behavioral health services and other service providers delivering services to PSH households **Quarterly beginning July 2012**

Performance Measures:

- PSH services framework: pathways, policies and procedures for identification, referrals and long-term services provision are approved.
- Meetings with SMO, DHH Offices and service providers for technical assistance and/or policy guidance are held on at least a quarterly basis and are documented.

ACTIVITY 3

DHH will monitor sub-recipients' performance and compliance with CDBG requirements.

Key Deliverables:

- A. **Monthly and Quarterly progress reports** filed with the DHH Program Monitor by the sub-recipients and submitted to OCD/LHA Reports shall include the following information:

Monthly - by the 10th of every month:

- Information on PSH tenant/family demographics required for CDBG reporting to OCD/LHA.
- Percentage of PSH tenants/households at or below 30% of Area Median Income (AMI):
- Number of households served who were homeless or at risk of homelessness and, of those, number considered chronically homeless.
- Number of households served who were inappropriately institutionalized or at risk of institutionalization
- Number of units occupied within 30 days of Housing Assistance Payment Execution.

Quarterly:

- Number of new SH tenants who received information about their obligations as tenants before they moved into their PSH housing unit.
- Number of units occupied by PSH eligible households. Housing Stability: number of housing transfers, number of program exits, and reasons for moves/transfers and exits.
- Length of PSH household housing tenure
- Number of tenant lease violation notifications from landlords and number of evictions.
- Number of PSH tenants referred to a Primary Care Physician (PCP).
- Number of PSH tenants receiving services, by service type: ACT, ICM, CPST, NOW waiver, LTC/CC waiver, CDBG housing services etc.
- List of all contracts and/or sub-recipient agreements executed during the reporting period, including identification of any sole source contracts approved in advance by DHH and executed during the reporting period.
- Summary of outreach activities to make eligible populations aware of PSH opportunities including populations and locations targeted; outreach methods, and frequency of outreach contacts.

- B. Quarterly progress reports prepared by the DHH Program Monitor and submitted to the OCD/LHA, summarizing *overall* grant activities, including:**
- Status of sub-recipient agreements.
 - Report of services provided to PSH referrals.
 - Description of training, technical assistance, and/or policy guidance provided to sub-recipients and contractors, including agendas of quarterly meetings held for these purpose.
 - Description of policy changes impacting the long-term sustainability of PSH.
- C. Draw requests to be submitted by DHH to OCD/LHA at least monthly in accordance with Exhibit F.**
- D. Final project completion report outlining the overall results of the activities funded by this grant**

Performance Measures:

- Timely submission of reports and draw requests as described above.
- 100% of program participants are eligible for PSH supportive services.
- 75% of PSH tenant households are at or below 30% of Area Median Income (AMI) at program entry.
- At least one-third of PSH tenant households were homeless at program entry, with up to 50% of them meeting the definition of chronic homelessness.
- 25% of PSH tenant households were institutionalized or at risk of institutionalization at program entry.
- 100% of tenants received information regarding their obligations as a tenant prior to their signing a lease.
- 70% of units occupied within 30 days of Housing Assistance Payment Execution.
- 100% of PSH tenants offered PSH related services and supports and other services required for a tenant to get and retain their housing
- 60% of program participants have PSH tenancies of two or more years
- 60% of tenants with no income at program entry obtain a source of income within the first 2 years.
- 60% of tenants increase access to benefits and entitlements for which they are eligible including but not limited to Medicaid and SSI/SSDI.
- 80% of PSH tenants who qualify for Medicaid or other DHH-covered services are offered these services.
- 80% of PSH tenants have been referred to a Primary Care Physician.

ACTIVITY 4

DHH will enter into an agreement with OCD/LHA designated Sponsor Based Subsidy Administrators for delivery of supportive services for persons who qualify for SPC Sponsored Based Rental Assistance.

Key Deliverables:

- A. Contract for Supportive Services is executed prior to opening of any Sponsored Based Project
- B. Monthly and Quarterly progress reports filed with DHH Program Monitor and submitted to OCD/LHA by the 10th of every month.

Performance Measures:

- Format for agreement approved by OCD/LHA
- Agreement between the Sponsor Based Program and the DHH is approved by the OCD/LHA.
- Timely submission of reports and draw requests as described in **ACTIVITY 3** above.