

**STATE OF LOUISIANA**

**COOPERATIVE ENDEAVOR AGREEMENT  
IMPLEMENTING GRANT UNDER  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY PROGRAM**

**BY AND BETWEEN  
LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS**

**AND**

**LOUISIANA DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT**

**AGREEMENT SYNOPSIS:  
PURPOSE:**

**CDBG Louisiana Supportive Services Grants for Permanent Supportive Housing**

**GRANT AMOUNT:**

**\$72,730,000.00**

**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 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. 3<sup>rd</sup> 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 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 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 15<sup>th</sup> 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 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.

### **V. DISCRIMINATION**

DHH and its sub-recipients and their 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, and the requirements of the Americans with Disabilities Act of 1990.

DHH and its sub-recipients and their contractors shall each agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.



Any act of discrimination committed by DHH, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

## **VI. MAINTENANCE AND ACCESS TO RECORDS**

DHH and its contractors/sub-recipients shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as specified in Exhibit A to assure proper accounting for all project funds. OCD, the Division of Administration (DOA), the State Legislative Auditor, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of DHH, its sub-recipients and their contractors which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records shall be maintained for five (5) years after project closeout.

## **VII. AUDITORS' CLAUSE**

It is hereby agreed that the OCD, 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 DHH and 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. DHH 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 by the sub-recipient within 30 days after receipt by the DHH and its contractors and sub-recipients. Failure of DHH and its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. DHH and its contractors and sub-recipients hereby agree to have an annual agency audit conducted in accordance with current State policy concerning DHH and its contractors and sub-recipients audits and OMB Circular A-133.

## **VIII. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST:**

DHH and its contractors and sub-recipients shall warrant that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the 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 DHH, its contractors or sub-recipients, or their designees, or agents, no consultant, no member of the governing body of DHH or the locality in which the program is situated, and no other public official of DHH or such locality or localities, 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.

However, upon written request of DHH, the OCD may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to DHH or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by DHH which would, in any way, permit a violation of State or local law or any or statutory or regulatory provision of the DHH.

#### **IX. REVERSION OF ASSETS:**

Upon expiration of this Agreement, DHH shall transfer to OCD any unobligated CDBG funds in the possession of DHH on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any equipment or real property purchased with CDBG funds will revert back to OCD at the expiration of this agreement.

#### **X. TERMINATION OR SUSPENSION:**

a. OCD may, after giving at least 90 days written notice specifying the effective date, terminate this Agreement in whole or part for cause, which shall include but not be limited to:

(1) failure, for any reason, of the DHH to fulfill in a timely and proper manner the obligations under this Agreement, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time.

(2) submission by the DHH to OCD, HUD, or either of their auditors, of required reports that are incorrect in any material respect;

(3) improper use of funds provided under this Agreement.

b. If, through any cause, the DHH shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if the DHH shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to the DHH of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of said termination.



- c. DHH may, after giving reasonable written notice specifying the effective date, terminate this Agreement in whole or part for cause, which shall include but not be limited to failure, for any reason, of OCD to fulfill in a timely and proper manner its obligations under this Agreement.
- d. Due to the nature of the services (permanent supportive housing) and fragility of population being served; both parties agree that at least 90 days notice shall be required for the termination of the contract with or without cause.

## **XI OTHER CONTRACT PROVISIONS**

A. Assignment: DHH shall not assign any interest in this Agreement, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the OCD.

B. Severability: If any provision of this Agreement is determined to be unlawful or unenforceable by a court having jurisdiction over the parties, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.

C. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Louisiana, and exclusive jurisdiction and venue shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

D. Authority to Make and Use Copies: DHH authorizes OCD to make copies, photocopies, reproductions and other facsimiles (copies) of this original Agreement for the purpose of filing and for any other purposes permitted as if such copies were original.

E. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

F. The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## 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:

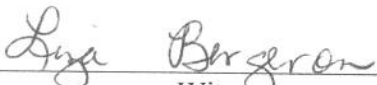
Ms. Susan Elkins  
Executive Director  
Office of Community Development  
1201 N. 3<sup>rd</sup> Street, Suite 7-270  
Baton Rouge, Louisiana 70802



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

THUS DONE AND SIGNED in the presence of the two undersigned competent witnesses, at Baton Rouge, this 30<sup>th</sup> day of July, 2007, after a due reading of the whole document.

WITNESSES:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By:   
\_\_\_\_\_

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

Date \_\_\_\_\_

THUS DONE AND SIGNED in the presence of the two undersigned competent witnesses, at Baton Rouge, this \_\_\_\_ day of \_\_\_\_, 200\_, after a due reading of the whole document.

WITNESSES

Rwger  
Witness

Frances Hamilton  
Witness

Date 7-27-07

LOUISIANA DEPARTMENT  
OF HEALTH AND HOSPITALS

By: Rise  
Frederick P. Cerise, M.D., M.P.H.  
Secretary of DHH

**EXHIBIT A**  
**CDBG Program Administration and Compliance**

1. General Compliance

DHH agrees to comply with the requirements of Title 24 of the Code of Regulations Part 570 subpart I (<http://www.gpoaccess.gov/cfr/index.html>) and, when and if applicable, subpart K of these regulations when and if applicable. DHH also agrees to comply with all other applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

DHH further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Performance Monitoring

OCD will monitor the performance of DHH and its contractors/sub-recipients against goals and performance standards in Exhibit B the "Plan." Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by DHH within a reasonable period of time after being notified in writing by OCD, termination procedures will be initiated.

3. Financial Management

a. Accounting Standards

DHH and its contractors/sub-recipients agree to comply with 24 CFR 84.21–28 or 24 CFR 85.21 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

DHH, and its contractors/sub-recipients shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-87 "Cost Principles for State and Local Government," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. Documentation and Record Keeping

a. Records to be Maintained

DHH, and its contractors/sub-recipients shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

Records providing a full description of each activity undertaken;

- i) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- ii) Records required for determination of the eligibility of activities;
- iii) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- iv) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- v) Financial records as required by 24 CFR 570.502, 24 CFR 84.21–28 and 24 CFR 85.21; and
- vi) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

b. Retention

DHH and its contractors/sub-recipients shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years from the date of project closeout. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

5. Close-outs

DHH and its contractors'/sub-recipients' obligation to OCD shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of all unused materials and equipment) to OCD, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that DHH has control over CDBG funds provided through this agreement.

6. Procurement

a. Compliance

DHH shall conduct all procurement transactions in a manner that provides, to the



maximum extent practical, open and free competition. Sub-recipients shall provide DHH with executed copies of all contracts along with documentation concerning the selection process. All program assets (property and equipment) shall revert to the OCD upon termination of this Agreement

b. OMB Standards

Unless specified otherwise within this agreement, DHH shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.

c. Travel

Travel expenses, which must be included in the approved Budget, constitute part of the total maximum payable under the contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedures Memorandum 49 (the State General Travel Regulations. Prior to any out of state travel that will be charged to the CDBG program, a request for approval must be submitted to the appropriate entity and be approved by that entity prior to incurring the travel charges. DHH will submit to OCD for travel related to its program administration and sub-recipient monitoring responsibilities. LLAs, including DHH offices acting as LLAs, will submit to DHH Office of the Secretary. Subcontractors of the LLAs will submit to LLAs. All out of State travel that will be charged to the CDBG program must be approved in accordance with state travel PPM 49.

d. Indirect Costs

Indirect costs may not be charged to the grant proceeds or as administrative expenses by DHH or sub-recipients.

e. Utilization of Small, Minority and Women's Owned Enterprises.

DHH shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible following the steps outlined in 24 CFR 84.44(b) Procurement for Non-Profit organizations or 24 CFR 85.36(e) Procurement for Local Governments, as applicable.

f. Sole Source Procurement

DHH shall specifically identify all awards of sole source contracts and the rationale for making the award on a sole source basis in reports to OCD. All sole source contracts must be approved by OCD in advance. All sole-source procurements will be reported by OCD to the U.S. Congress as per PL 109-148.

## 7. Prohibited Activity

DHH and its contractors/sub-recipients are prohibited from using funds provided herein or personnel employed in the administration of the program for: inherently religious activities, lobbying, political patronage, and nepotism activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities such as candidate forums, voter transportation, or voter registration.

## 8. Section 3 compliance in the provision of training, employment and business opportunities.

DHH and its contractors/sub-recipients agree to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC 1701u (section 3) insofar as this act applies to the performance of this Agreement.

## 9. Conflict of Interest

DHH and its sub-recipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. DHH and its sub-recipients shall adhere to a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the DHH, the sub-recipient, or any designated public agency.

#### 10. Debarment or Suspension

No funds provided under this award may be used to pay salaries of employees or costs of consultants, contractors, or other service providers where such individuals are currently under suspension or debarment by a Federal agency. DHH is responsible for verifying that its contractors, and each tier of subcontractors, are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. A list of parties who have been suspended or debarred can be viewed via the Internet at <http://www.epls.gov>

#### 11. Subcontract Provisions

DHH will include the provisions of all of the provisions of this exhibit, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

<b>Expense Categories</b>	<b>Approved Grant Total Amount</b>	<b>Current Allowable Payment To Be Paid To Contractor</b>	<b>Total Year To Date Payments Previously Made</b>	<b>Category Balance After All Previous and This Current Payments Made</b>
<b>Contract Services</b>				
<b>Event Coordination</b>				
<b>Folders &amp; Mailers</b>				
<b>Publications</b>				
<b>Feasibility Study</b>				
<b>Data Base</b>				
<b>Marketing Activities</b>				
<b>Total</b>				

*(Above expense categories are samples. Expense categories will need to reflect budget categories provided for in "Exhibit C" Budget.)*

I hereby certify under penalty of law that the expense items shown in this Cost Report are true and correct, have actually been incurred, such reimbursements are now due, and this request for reimbursement is submitted in accordance with the Constitution of the State of Louisiana, and all other applicable Federal and Louisiana State laws, rules and regulations.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
(Date)

**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:** Robin Wagner, Executive Management Officer  
**Phone:** (225) 342-3839  
**Email:** rwagner@dhh.la.gov

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

**Brief Description of Project:**

This project provides Supportive Services Grants 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) and produced through the Low Income Housing Tax Credit "Piggyback" Program and other initiatives. DHH will enter into sub-recipient Cooperative Endeavour Agreements with Local Lead Agencies (LLAs). LLAs will identify individuals eligible for participation in the Permanent Supportive Housing Program, will maintain and manage waiting lists of eligible applicants, will refer applicants to housing developers/sponsors when units of housing approved for participation in the PSH program become available, and will provide or arrange for supportive services to be provided to help eligible individuals enter into and maintain successful tenancies in mainstream housing that becomes available through and approved for participation in this program. 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 (LLAs) designated by DHH. DHH will enter into Cooperative Endeavour Agreements with LLAs; will provide technical assistance to LLAs; will establish program policies regarding eligibility and prioritization of applicants for PSH participation; will review and approve Supportive Services Plans prepared by the LLAs; and will monitor sub-recipient activities and performance. As CDBG Sub-recipients, LLAs 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.



## **GOAL/PURPOSE**

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

## **OUTCOMES**

Typical outcomes for permanent supportive housing include increased housing stability for participants; reduced use of acute, emergency, and institutionally-based services; and increased rates of employment among tenants whose age and/or disability do not prevent them from seeking and obtaining employment. Benchmarking and measuring all of these impacts across multiple service systems is a difficult and expensive proposition. DHH has therefore selected two key, measurable outcomes that are consistent with HUD outcomes for Continuums of Care. The following two outcomes will be tracked for at least the first two years of the program. If during the two year period it appears that other benchmarks can be identified and measured, the outcomes below will be revisited.

### **Key Outcomes:**

- 60% of program participants will have tenancies of two or more years in mainstream rental housing.
- For tenants who identify employment as a goal within their service plan, and for whom employment is a reasonable goal given health, age, and/or disability status, 25% will be in full or part time employment at the end of their second year in mainstream rental housing.

## **ACTIVITY 1**

DHH will designate and enter into agreements with sub-recipient Local Lead Agencies for delivery of services related to Permanent Supportive Housing.

### **Key Deliverables & Timelines:**

- A. Format for Cooperative Endeavour Agreements – **July 31, 2007**
- B. Executed Cooperative Endeavour Agreements between DHH and four (4) or more sub-recipient Local Lead Agencies – **October 30, 2007**

### **Performance Measures:**

- Format for Cooperative Endeavour Agreements is approved by OCD
- Cooperative Endeavour Agreements are completed between four (4) or more Local Lead Agencies and DHH
- 100% of sub-recipient Cooperative Endeavour Agreements between DHH and LLAs include a comprehensive Supportive Services Plan reviewed and approved by DHH

## **ACTIVITY 2**

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

### **Key Deliverables:**

- A. Written policies and procedures for identification of eligible tenants and waiting list management – **October 1, 2007**
- B. Template for Memorandum of Agreement between LLAs and PSH housing developers/sponsors – **October 1, 2007**
- C. Template for LLA Supportive Services Plan – **July 31, 2007**
- D. Technical assistance and policy guidance to LLAs – **Quarterly beginning July, 2007**
- E. Service sustainability matrix and plan identifying sources of mainstream funding for PSH services by PSH eligible population group – **December 30, 2008**

### **Performance Measures:**

- 100% of program participants are eligible for PSH supportive services
- Memoranda of Agreement are completed between LLAs and 100% of housing developers/sponsors participating in the PSH program
- Approved Supportive Services Plans are completed by 100% of LLAs
- Meetings with LLAs for technical assistance and/or policy guidance are held on at least a quarterly basis and are documented
- Plan for PSH service sustainability is completed within 3 years of program initiation

## **ACTIVITY 3**

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

### **Key Deliverables:**

- A. **Quarterly progress reports filed with the DHH Program Monitor by each of the Sub-recipient LLAs and submitted to OCD, to include at a minimum:**
  - Number of Memoranda of Agreement established between LLA and property providers
  - Number of PSH units placed in service as reported in manner defined by Agreements between LLAs and Developers/Sponsors
  - Number of units occupied in a timely manner as defined in Agreements between LLAs and Developers/Sponsors
  - Number of units occupied by PSH eligible households
  - Number of PSH tenants receiving PSH services and supports

- Number of homeless and chronically homeless households served
- Length of PSH tenant housing tenure
- Percentage of PSH tenants/households at or below 30% of Area Median Income (AMI)
- 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

**B. Quarterly progress reports prepared by the DHH Program Monitor and submitted to the OCD, summarizing overall grant activities, including:**

- Status of sub-recipient agreements
- Status of tenant selection and waiting list policy and procedures
- Status of tracking system development/implementation
- Description of training, technical assistance, and/or policy guidance provided to sub-recipient LLAs and/or providers during quarter, including agendas of quarterly meetings held with LLAs for these purposes
- Description of policy changes impacting the long-term sustainability of PSH

**C. Cost reports to be filed at least quarterly in accordance with Exhibit D**

**D. Final recap report outlining the overall results of the activities funded by this grant**

**E. Plan for comprehensive program evaluation developed through technical assistance provided by Robert Wood Johnson Foundation -- May 30, 2008**

**Performance Measure:**

- Timely submission of reports as described above.
- Program evaluation plan approved by Robert Wood Johnson Foundation and DHH.

## EXHIBIT C

### The Budget

Anticipated Expenses	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Expense Categories</b>								
<b>Personnel<sup>1</sup></b>								
Program Manager 1-B (1FTE)	\$79,000	\$82,160	\$85,446	\$88,864	\$92,419	\$96,116	\$99,960	\$103,959
Program Monitor (.5 FTE starting yr 7)	\$65,000	\$67,600	\$70,304	\$73,116	\$76,041	\$79,082	\$41,123	\$42,768
Policy Planner 2 (.5 FTE starting yr 7)	\$53,000	\$55,120	\$57,325	\$59,618	\$62,003	\$64,483	\$33,531	\$34,872
Benefits (29%)	\$57,130	\$59,415	\$61,792	\$64,263	\$66,834	\$69,507	\$50,638	\$52,664
<b>Contracts</b>								
Technical Assistance and Training to LLAs <sup>2</sup>	\$60,000	\$60,000	\$60,000					
Application Development (i.e., electronic tracking & reporting system) <sup>3</sup>	\$50,000	\$2,400	\$2,400					
Supplies	\$2,400	\$2,400	\$2,400					
Equipment <sup>4</sup>	\$10,000	\$2,500	\$2,500					
Travel <sup>5</sup>	\$6,000	\$6,000	\$6,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
<b>ADMIN TOTAL</b>	\$ 382,530	\$ 335,195	\$ 345,767	\$ 290,862	\$ 302,296	\$ 314,188	\$ 230,252	\$ 239,262
La. Supportive Services Grants to LLAs	\$5,000,000	\$8,000,000	\$15,000,000	\$11,500,000	\$8,000,000	\$7,000,000	\$5,500,000	\$3,510,879
<b>PROGRAM TOTAL</b>	\$ 5,382,530	\$ 8,335,195	\$15,345,767	\$11,790,862	\$ 8,302,296	\$ 7,314,188	\$ 5,730,252	\$ 3,750,141

<sup>1</sup> Program Manager will have overall responsibility for the program & its evaluation; will provide supervision to program monitor and policy planner; will collaborate with other state agency initiative; and will be responsible for developing policies and procedures necessary to implement the program, including tracking policies for program sustainability beyond the period of CDBG funding; responsible for sub-recipient and contract oversight. Policy Planner will assist Program Monitor by implementing tracking system(s) needed to monitor program performance, and will be responsible for sub-recipient and plan for program sustainability through mainstream funding sources. It is anticipated that once tracking system, impact evaluation, and plan for sustainability to evaluate program impact and plan for program sustainability through a single position or through two half-time positions beginning in Year 7.

<sup>2</sup> DHH intends to contract with an outside entity for consultation on best-practice in PSH policy and program design, for sub-recipient and provider training on different aspects of PSH sustainability, technical assistance regarding Medicaid coverage of PSH services, housing development strategies, and other topics related to capacity and sustainability.

<sup>3</sup> Contract to develop computerized, web-based tracking system for purposes of program monitoring. Tracking system will facilitate waiting list management, tracking of housing referral program performance and outcomes.

<sup>4</sup> Computers and printers for three program personnel.

<sup>5</sup> In-state travel for site visits to sub-recipients for purposes of training and/or monitoring. Out-of-state travel for 1-2 conferences or presentations per year related to PSH.

# EXHIBIT F

## DRU Request for Payment Form

Name		Project Administrator		Date		Submission #	
Address		Project Address		Page #		Page #	
PART I - Status of Funds							
1. Funds funds received to date		<b>IMPORTANT</b> Complete form if funds are not received as per request.					
2. Add program if funds received to date							
3. Subtract							
4. Total Funds Funds received to date							
5. Cash on hand							
PART II - Cash Requirements							
	Activity Code						
	Description						
	Current Budget						TOTAL
1. If DRU funds required to date							
2. If DRU funds required to date							
3. If DRU funds required to date							
PART III - Project Status							
Briefly describe the project's status:							
Source of other funds							
Total other funds expended							
I certify that this request for federal funds has been prepared in accordance with the terms and conditions of the grant agreement, and that the amount requested for support expenditures is per the federal regulations cited in the Statement of Award terms of the grant agreement. I also certify that all the data provided above is correct and that the amount of the request for federal funds is less than the total of current funds.							
Authorized Signature				Date			
For DRU Use Only				Date			
Author and signature				Date			