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# TERREBONNE PARISH COUNCIL

## COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Daniel Babin	Chairman
Mr. Gerald Michel	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. John Amedee	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Suzette Thomas, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

### AGENDA

December 13, 2021  
5:35 PM

Robert J. Bergeron Government Tower Building  
8026 Main Street  
2nd Floor Council Meeting Room  
Houma, LA 70360

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located **on the table near the entrance into the building** and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

**ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING**

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

- 1. RESOLUTION:** Authorizing Parish President Gordon E. Dove to sign and submit the Low-Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2021 – 9/30/2023.
- 2. RESOLUTION:** Authorizing Parish President Gordon E. Dove to sign and submit an agreement for the Louisiana Workforce Commission's Community Service Block Grant Program for Grant Period 10-1-2021 – 9-30-2023.

3. **RESOLUTION:** Amending the Terrebonne Parish Consolidated Government Section 8 Program Administrative Plan with changes relative to COVID-19.
4. **RESOLUTION:** Introducing an ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to change the name of Gray Recreation Park to Randolph Park and calling for a public hearing on Wednesday, January 12, 2022 at 6:30 p.m.
5. Adjourn

Category Number:  
Item Number:



Monday, December 13, 2021

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, December 13, 2021

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number: 1.



Monday, December 13, 2021

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**Item Title:**

RESOLUTION: LIHEAP Agreement with Louisiana Housing Corporation

**Item Summary:**

**RESOLUTION:** Authorizing Parish President Gordon E. Dove to sign and submit the Low-Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2021 – 9/30/2023.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ex Summary	11/23/2021	Executive Summary
Resolution	11/23/2021	Resolution
Agreement	11/23/2021	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

Community Services Block Grant Program (CSBG)

### PROJECT SUMMARY (200 WORDS OR LESS)

A resolution authorizing the Parish President to sign and submit the Low-Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2021 – 9/30/2023.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

### TOTAL EXPENDITURE

\$954,559.00

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$954,655.00

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

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5

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Lelli Cunningham

Signature

11/23/2021

Date

## Resolution

A resolution authorizing the Parish President to sign and submit the Low-Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2021 – 9/30/2023.

WHEREAS, the agreement amount of \$954,559, is available to the Terrebonne Parish Consolidated Government for the contract period beginning October 1, 2021 through September 30, 2023.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council , on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the LIHEAP Agreement ; and

NOW, THEREFORE BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to execute any and all grant agreements, certifications, amendments, modifications, and all documents necessary between Terrebonne Parish Consolidated Government and the Louisiana Housing Corporation associated with this agreement.



# *Louisiana Housing Corporation*

November 17, 2021

Ms. Melanie Van Buren, Exec. Director, LIHEAP  
Terrebonne Parish Consolidated Government  
4800 Hwy 311  
Houma, LA 70360

**Re: Low Income Home Energy Assistance Program (LIHEAP) Agreement  
Grant Period 10/1/2021 – 9/30/2023**

Dear Ms. Van Buren:

On November 1, 2021, the Office of Community Services (OCS), Division of Energy Assistance (DEA) announced the release of approximately \$3.37 billion of Federal Fiscal Year (FY) 2022 regular block grant funding to the states for the Low Income Home Energy Assistance Program (LIHEAP). Louisiana is slated to receive an allocation of \$50,324,254. This award represents 90% of the funding available for the 2021 LIHEAP Fiscal Year.

Attached are two originals of the LIHEAP Agreement between the Louisiana Housing Corporation ("LHC") and your agency. To expedite the process, these originals have already been signed by the LHC Executive Director. Upon receipt, your agency's duly authorized representative must sign and date the original Agreements and return one fully executed original to LHC.

You must also attach current evidence of the authorization to enter into this Agreement through a resolution from your agency's governing body, and any other updated documents/forms (i.e. SF1199-Direct Deposit Sign-Up, Certification of Insurance, list of Board Members, By-laws, Resolutions, Financial Audit/Engagement Letter, Subcontract Agreements).

Please note that your agency's current Cost Allocation Plan showing LIHEAP responsibility, Annual LIHEAP Budget with Chart of Accounts, and Assurance 16 (Client Education) Annual Proposal are **required** before any requests for administrative, program support, or client education funds may be submitted.

We encourage you to carefully review the terms of this Agreement. Once you have returned the executed Agreements to LHC, the allocated funds can be accessed in the Hancock Energy Software (HES), and your **2022 Heating Season** and **2022 Crisis Season** may begin.



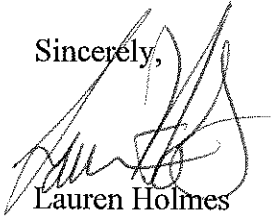
LHC will not notify you when Agreements are received; however, please know that LHC cannot pay an invoice unless LHC is in receipt of the executed agreements. As a reminder, the FY2022 funds will be found in the new Hancock LIHEAP Cloud only.

**Please note the Performance-Based Requirements in Section IX of the Agreement. Performance benchmarks must be met to ensure future funds continue to be awarded.**

In order to comply with the primary requirements of the LIHEAP grant, please be advised that the 2022 State Plan and the LIHEAP Program Service Delivery Guide are available on the LHC website, [www.lhc.la.gov](http://www.lhc.la.gov). We will periodically send out program guidance regarding general administrative and programmatic management.

Should you have any questions or need assistance from our office, please contact your Energy Assistance liaison. We appreciate your assistance in delivering services to the many eligible LIHEAP households.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lauren Holmes', is written over the word 'Sincerely,'.

Lauren Holmes  
Housing Deputy Administrator

Enclosures:

FY 2022 LIHEAP Agreement

**LOUISIANA HOUSING CORPORATION**  
**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT**  
**with**  
**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**THIS AGREEMENT** (the "Agreement") is entered into between the LOUISIANA HOUSING CORPORATION (the "Corporation" or "LHC"), a public body corporate and politic constituting an instrumentality of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and the Terrebonne Parish Consolidated Government ("Contractor") with its principal place of business at 4800 Hwy 311, Houma, LA 70360.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the Corporation and the Contractor agree as follows:

**I. CONTRACTOR'S SCOPE OF WORK AND OBLIGATIONS**

**A. Scope of Work**

1. Contractor shall be responsible for the implementation of the provision of Low-Income Home Energy Assistance Program ("LIHEAP") assistance to eligible participants residing in the State of Louisiana in the geographic areas identified in **Attachment A (Allocation Charts)**, pursuant to Title 42 of the United States Code (USC) Section 8621 *et seq.* (the Low-Income Home Energy Assistance Act of 1981, as amended) and the LHC Act.
2. The Contractor shall perform all obligations under the Agreement, and provide all services, materials, equipment, supplies, facilities and professional and technical personnel, needed to carry out all Contractor obligations under the Agreement, in accordance with sound management practices, federal statutes, LHC regulations and requirements and this Agreement.
3. Unless otherwise specified in the LHC's LIHEAP State Plan or elsewhere in this Agreement, Contractor shall ensure that services and activities are made available to the low-income community throughout the geographic areas identified in **Attachment A (Allocation Charts)** throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. §8624, *et seq.*
4. In accordance with **Attachment A (Allocation Charts)**, attached hereto and incorporated herein by reference, the following services shall be provided by the Contractor under this Agreement as allocated in said attachment during Heating, Cooling, and Crisis Assistance Periods: conducting outreach activities, intake of applications, determining eligibility for crisis and/or non-crisis services, providing active energy conservation education where indicated in the LIHEAP Service Delivery Guide and adhering to performance and reporting requirements.

- B. When applicable, Contractor shall provide copies of any sub-contracts to the LHC within thirty (30) days of execution of subcontractor agreement. Each contract should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subcontractor activity to be performed under the contract.
- C. **Provision for Program Requirements** LHC shall provide Contractor with specific program requirements which shall be binding upon the Contractor as a condition of the Contractor's participation in the LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:
1. That such additional requirement shall be issued by LHC in writing in the form of "Notice LHP-XXXX-XX";
  2. That such additional requirements shall be issued by LHC in the most timely and expeditious manner practicable;
  3. That such additional requirements shall be reasonably necessary to realize the purposes of the LIHEAP;
  4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or LHC's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or LHC shall be subject to an amendment to this Agreement;
  5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in paragraph D above, in a reasonable period of time, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
  6. That upon LHC's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment as contemplated in paragraph 4 above cannot be reached, then this Agreement shall be "closed out" and the funds disposed in accordance with the established LHC procedure and policy and as required under federal and state law.
- D. **Compliance.** All services and activities contemplated under this Agreement are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:
1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §8621 *et seq.*, and 45 Code of Federal Regulations ("CFR") Part 96;
  2. Louisiana Revised Statute 40:600.86, *et seq.*; and
  3. Single Audit Act, 31 U.S.C. §7301, *et seq.*, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75 and Audit Requirements, 2 CFR Subpart F.

- E. **Requirements, Standards and Guidelines.** Contractor agrees to apply all of the requirements, standards, and guidelines contained the OMB Uniform Administrative Cost Principles and Audit Requirements, found at 45 CFR Part 75, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in such authority that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation, or any specific provision of this Agreement, then that law or regulation or provision shall apply instead. The above-referenced authority is incorporated herein to this Agreement by reference.
- F. **Catalog of Federal Domestic Assistance Number.** This award is made available through the United States Department of Health and Human Services ("DHHS") Low-Income Home Energy Assistance Program. The Catalog of Federal Domestic Assistance Number for LIHEAP is 93.568.

## **II. BUDGET DETAIL AND PAYMENT PROVISIONS**

### **A. LHC Budget Contingency**

1. It is mutually agreed that if the LIHEAP State Plan of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LHC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the LIHEAP State Plan for purposes of this program, the LHC shall have the option to either cancel this Agreement with no liability occurring to the LHC, or offer an agreement amendment to Contractor to reflect the reduced amount.

### **B. Federal Budget Contingency**

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the LHC by the United States Government for each fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. The LHC has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
  5. The LHC shall authorize expenditures of funds under this Agreement based on the approved LIHEAP State Plan.
  6. The LHC shall authorize expenditures of funds based on the yearly submission and approval of a cost allocation plan.
  7. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any decrease or increase in funds.
- C. **Budget Guidelines.** Upon execution of this Agreement, Contractor shall submit a cost allocation plan, including an annual DHHS/LIHEAP Budget based on the Maximum Amount of this Agreement and in accordance with other applicable provisions of this Agreement.

D. **Allowable Costs**

1. *Administrative Costs*

- a. General. Administrative costs shall not exceed seven percent (7%) of the Contractor total LIHEAP grant award.
- b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, indirect rates, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- c. Both local governments and private, nonprofit corporations shall use the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75, as a guide for determining administrative costs along with Louisiana Notice LHP-2018-01.
- d. Assurance 16 Costs. Administrative costs for Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan. Administrative costs for Assurance 16 activities must be counted toward the ten percent (10%) administrative limit allowed on federal programs. The Grantee may use these funds for planning and administering the Low Income Home Energy Assistance Program (LIHEAP).

2. *Program Support Costs*

- a. General. Program Support costs are actual costs that are non-administrative in nature and that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by LHC for the purpose of delivering services.

- b. Program Support Costs shall mean actual, direct costs of providing program services, which are not strictly associated with intake and eligibility determination. Examples of Program Support costs are: staff salaries and benefits providing direct program services, direct costs of providing services, program outreach costs, screenings and assessments, referrals to other agencies, case work in response to a household's energy emergency, and services that are non-administrative in nature but are for activities directly related to outreach, information resources and referral, case management and crisis services necessary to deliver services of the grant program.

### 3. Assurance 16 Costs

- a. General. Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the LHC for the purpose of delivering services.
- b. Assurance 16 costs shall mean costs associated with activities which support providing direct services to the eligible participant including such items as client education, energy conservation activities and education, needs assessments, budget counseling, assistance with energy vendors, and reporting regarding such activities.

## E. Reimbursement Guidelines

- 1. *Claims for Reimbursement.* Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for reasonable, actual, allowable, and allocable direct and indirect costs.

## F. Reporting Requirements

- 1. **Federal Funding Accountability and Transparency Act Reporting ("FFATA").** LHC may issue guidance and/or amendments to this Agreement, establishing additional reporting requirements as may be necessary to ensure compliance with the Federal Funding Accountability and Transparency Act ("FFATA") or other federal and state regulations, as applicable.
- 2. **Weekly/Monthly/Quarterly Reports**
  - a. Contractor shall submit expenditures and activities by entry into the web-based, Hancock Energy Software System (HES) for client services and administrative, program support, and Assurance 16 cost reimbursements. A Contractor's certification of client services equals a signed report ready for review and processing submitted to LHC and should contain the appropriate information, invoices and supporting data in the electronic submission in HES.
  - b. Contractor shall produce and make available all records necessary for adequate verification of expenditures and activities submitted at the request of LHC.

- c. All adjustments, if any, must be reported through HES under the report period in which the expenditures occurred.
  - d. Weekly reports for client services should be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of the expenditures in the preceding period.
  - e. Monthly reimbursement requests for administrative, program support, and Assurance 16 expenditures should be submitted to LHC by the fifteenth (15<sup>th</sup>) day of the subsequent month (or next business day following the 15<sup>th</sup> day) for the previous month.
  - f. LHC shall disburse administrative, program support, and Assurance 16 reimbursement requests to the statewide contractors within fifteen (15) business days after receipt of an accurate, signed report.
  - g. LHC will make payments directly to the vendors who have submitted the W-9 form and have a signed Vendor Agreement with LHC via electronic transfer or paper check, based on the process the vendor has elected. This shall be done within fifteen (15) business days after receipt of an accurate, signed report for client services from the Contractor.
  - h. LHC will make payment to the Contractor on behalf of the vendor for those who have not submitted the W-9 form and a signed Vendor Agreement to LHC within ten (10) business days after receipt of an accurate, signed report for client services from the Contractor. The Contractor will be responsible for paying the vendors directly.
  - i. Quarterly reconciliation reports may be required to reconcile the funds drawn from LHC and funds expensed by Contractor.
3. **LHC Review.** LHC shall review annually the Contractor's reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement. Such evaluation shall also be based upon timely receipt of the required reports and/or compliance with material requirements of this Agreement.
  4. **Refunds.** Any refund checks collected shall be returned to LHC by the 10<sup>th</sup> day of the subsequent month. Contractor shall identify the customer's name, address, account number, and benefit amount returned.
  5. **Close-out Report.** Contractor shall submit a close-out report, verifying all actual, allowable, and allocable costs submitted during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative, program support, and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative, program support, and Assurance 16 costs that exceed these limits shall be disallowed and returned to LHC within thirty (30) calendar days after expiration of this Agreement. The final

close-out report shall include the documents listed on the LIHEAP Closeout Checklist (attached to this Agreement as **Attachment B**), signed by the authorized representative of the Contractor. The Contractor's obligations to LHC under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of LHC. Such requirements shall include without limitation, submitting final report to LHC and providing any closeout related information requested by LHC by the deadlines specified by LHC. This provision shall survive the expiration or termination of this Agreement.

### **III. ASSURANCE 16 ACTIVITY GUIDELINES**

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, outreach, energy efficiency education materials, referrals to the Weatherization Assistance Program, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

- A. **Client Education/Budget Counseling.** Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved plan. Contractor shall include at least the following:
  - 1. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
  - 2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
  - 3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.
- B. **Coordination.** Contractor shall refer all potentially eligible applicants to the LIHEAP Weatherization Program or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.
- C. **Assurance 16 Proposal**
  - 1. Contractor shall submit an annual Assurance 16 proposal to LHC with the signed contract. The Assurance 16 proposal is intended to systematize the gathering of planning information to assist LHC with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the LIHEAP and reflective of the needs of the local low-income population.



2. LHC will review the annual Assurance 16 proposal to ensure compliance with federal and state laws and departmental requirements. If the Assurance 16 proposal documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, LHC will ask Contractor to supplement response or documents accordingly prior to execution of this Agreement.
3. LHC's approval of the Assurance 16 proposal documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

#### **IV. SPECIAL TERMS AND CONDITIONS**

##### **A. Conflict of Interest**

1. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
2. Contractor shall establish safeguards to prohibit its employees, officers, and any and all subgrantee's/subcontractor's employees and officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. Such safeguards shall be provided to the LHC during the time of monitoring or made available upon request, and such safeguards shall be consistent with 2 CFR Part 200.112 "Conflict of Interest" and 2 CFR Part 200.113 "Mandatory Disclosure". Pursuant to 2 CFR Part 200.112 "Conflict of Interest" and 200.113 "Mandatory Disclosure", Contractor shall ensure that subgrantees and subcontractors do not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless LHC has provided prior written approval of: (a) Contractor's conflict of interest policies and procedures, or (b) any individual service or activity that presents an actual or perceived conflict including, but not limited to:
  - a. Providing program services to Contractor's or subgrantee's/subcontractor's employees, officers, or other persons or entities with whom Contractor's employees or officers have family, business, or other ties; and
  - b. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor's, subgrantee's or subcontractor's employees or officers.
4. To obtain prior written approval by LHC, Contractor must demonstrate that it will:

- a. Follow all regular eligibility and prioritization requirements of the federal and state LIHEAP programs, as applicable to each service or activity;
- b. Comply with all eligibility requirements of the LIHEAP program and this Agreement;
- c. Consent to any further conditions if required by LHC. Failure to obtain prior written approval by LHC will result in costs being disallowed.

**B. Codes of Conduct**

1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
2. Contractor shall not pay federal funds received from LHC to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person with a conflict of interest as defined in 45 CFR Part 75 or 2 CFR Part 200.

**C. Board Roster, Bylaws, Resolution, and Minutes**

1. Upon execution of this Agreement, Contractor shall submit to LHC a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws.
2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
3. Where Contractor elects to delegate the signing authority to the chief executive officer, LHC will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to the LHC Energy Program. Either a specific or current general resolution must be on file with LHC prior to finally executing this Agreement.

4. Contractor shall submit to LHC the minutes from regularly scheduled meetings of the governing board no later than thirty (30) days after the minutes are approved from any meeting where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program.
- D. **Auditing Standards.** Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (45 CFR Part 75 and 2 CFR 200.512).
- E. **Audit Reports.**
1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (45 CFR Part 75 and 2 CFR 200.512), standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in "Government Accounting Standards, 2007 Revision, as amended."
  2. If Contractor expends \$750,000 or more in federal funds annually, Contractor is required to obtain a single or program-specific audit. Contractor shall inform the Corporation within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Corporation a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in 2 CFR Part 200 Subpart F, Audit Requirements, 45 CFR Part 75 Subpart F, Audit Requirements, and any other applicable State and/or Federal regulations. All reports and engagement letters are to be forwarded to the Louisiana Housing Corporation.
  3. If the cost of the audit is to be recovered through this Agreement, the audit engagement letter prepared by the Certified Public Accountant performing the audit shall include a budget showing the portion of cost allocated to each program/contract.
  4. If Contractor expends less than \$750,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised January 22, 2015) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit.
  5. In accordance with 2 CFR 200.512 and 45 CFR Part 75.512, contractors must submit to LHC one copy of the required audit report(s), and any management letter if issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to LHC a written request for an extension, which includes a copy of a letter from the

independent auditor explaining the anticipated delay. LHC may grant an extension not to exceed thirty (30) calendar days from the original due date.

6. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
7. The audit report must specifically mention that a review for compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75, was conducted. In the event an audit required under this section has not been submitted in a timely fashion, LHC may at its option impose sanctions as provided in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75.505, at a minimum:
  - a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
  - b. Withholding or disallowing overhead costs;
  - c. Suspending federal awards until the audit is conducted; or
  - d. Terminating the federal award.

## **V. SUBCONTRACTS**

All subcontracts entered into to perform the direct services covered under this Agreement shall comply with all terms, conditions, assurances, and certifications of this Agreement and requirements as provided for and described in the State Plan. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subgrantee and/or subcontractor agreements shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services.

- A. Contractor shall provide copies of all contracts to the LHC within thirty (30) days of execution of each subgrantee and/or subcontractor agreement. The agreement should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subgrantee and/or subcontractor activity to be performed under the Agreement.

This written notification shall also include a certification that to the best of Contractor's knowledge, the subgrantee or subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency. For purposes of this certification of subgrantee's/subcontractor's eligibility, Contractor may rely on information provided via the System for Award Management (SAM), available at <https://www.sam.gov>.

- B. If LHC determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended or otherwise ineligible on SAM.gov as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subgrantee or subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subgrantee's or subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75.
- D. Contractor shall immediately notify subgrantee(s)/subcontractor(s) in writing within five (5) days of such action in the event the LHC suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the LHC and any subgrantees/subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subgrantees/subcontractors is an independent obligation from the LHC's obligation to make payments to the Contractor. As a result, the LHC shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

## **VI. INSURANCE**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. Minimum Scope and Limits of Insurance**

- 1. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per

employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
  3. **Automobile Liability.** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
  4. **Errors and Omissions.** Errors and Omissions insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.
  5. **Cyber Liability.** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000.
- B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Contractor shall be responsible for all deductibles and self-insured retentions.
- C. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
1. **Commercial General Liability and Automobile Liability Coverages**
    - a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.

- b. The Contractor's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.
- 2. Workers Compensation and Employers Liability Coverage. To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Corporation.
- 3. Cyber Liability. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

- 4. All Coverages
  - a. All policies must be endorsed to require 30 days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Corporation of policy cancellations or reductions in limits.
  - b. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
  - c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
  - d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and

volunteers.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

1. Contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder shall be listed as follows:

State of Louisiana, Louisiana Housing Corporation,  
Its Officers, Agents, Employees and Volunteers  
2415 Quail Drive, Baton Rouge, LA 70808

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

- F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.

- G. Workers Compensation Indemnity. In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana nor the Louisiana Housing Corporation or its agents and



employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

## **VII. COMPLIANCE MONITORING**

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, LHC is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. Contractor shall conduct onsite monitoring of subcontractors and provide to LHC a copy of the written monitoring report and follow-up correspondence to any findings.
- D. Contractor shall notify the LHC when a subcontractor is non-responsive and does not comply or respond to a finding within the time frame identified in the monitoring report. Contractor must make a recommendation to the LHC of any action that should be taken against the subcontractor.
- E. LHC is required to conduct onsite/remote and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and state LIHEAP programs.
- F. LHC shall provide Contractor reasonable advance notice in writing of onsite or remote monitoring reviews of Contractor's program or fiscal performance.
- G. Contractor shall cooperate with LHC program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- H. In the event that LHC determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, LHC shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

## **VIII. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT**

### **A. Determination and Notice**

1. If LHC determines that Contractor has not complied with the requirements of this Agreement, LHC shall provide Contractor with written notice setting forth:
  - a. The factual and legal basis for the determination of noncompliance; and
  - b. The corrective action(s) required and the date by which they must be taken.
2. If LHC determines that Contractor's noncompliance constitutes a material breach of this Agreement, and that immediate action is required, LHC may initiate an enforcement action in accordance with the provisions in this section and applicable state and federal law.

### **B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable state and federal law, which act or omission:**

1. Constitutes fraud or gross negligence by Contractor or its agent(s);
2. Results in or is likely to result in significant waste and/or abuse of federal funds;
3. Has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
4. Violates or otherwise disregards program guidance and other requirements of the federal government, whether issued directly or through LHC;
5. May have serious adverse effects and consequences on the Contractor's customers, employees, subgrantees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
6. May otherwise significantly and/or adversely affect the viability, effectiveness, or integrity of the program.

### **C. For purposes of this section, "enforcement action" means the imposition of any of the following:**

1. Special conditions and/or sanctions;
2. "High risk" designation;

3. Contract suspension;
4. Contract termination; or
5. Termination of service provider designation.

**D. Special Conditions and Sanctions**

1. In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, LHC may impose special conditions, sanctions, and/or other special requirements with respect to Contractor's performance. LHC may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
2. Special Conditions may include, but are not limited to:
  - a. Obtaining training and/or technical assistance;
  - b. The imposition of special or additional reporting requirements;
  - c. The provision of documentation; and/or
  - d. The requirement to amend or modify systems, procedures, and/or policies.
3. Sanctions may include, but are not limited to:
  - a. The suspension of advances and/or reimbursements; and/or
  - b. The issuance of stop work orders.
4. The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
  - a. If Contractor elects to contest the action, Contractor shall have five (5) working days following receipt of notice to show cause why the sanction should not be enforced.
  - b. LHC shall have five (5) working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decisions and Contractor's obligations going forward, if any.
5. Contractor may, at any time, request in writing that LHC initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process.
6. Should Contractor fail to submit in writing to show cause or fail to request that LHC initiates either the contract suspension or termination processes, LHC may initiate such action upon its own motion.

7. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - c. The corrective actions that must be taken and the time allowed for completing them before LHC removes the Special Condition(s) and/or Sanction(s).

#### **IX. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS**

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the LIHEAP allocations by the end of the program year. Achievement of the following expenditure percentages shall occur as follows:
  1. Fifty percent (50%) by June 30<sup>th</sup> of the first program year.
  2. Ninety percent (90%) by September 30<sup>th</sup> of the first program year.
  3. One hundred percent (100%) by June 30<sup>th</sup> of the second program year.
- B. LHC shall review Contractor's achievement of goals each month.
- C. At the conclusion of the fifty percent (50%) performance benchmark, LHC shall review Contractor's achievement of goals, and if they are not being achieved, LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an alternate plan for expenditure within thirty (30) calendar days.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the first program year reporting period, the Contractor has not achieved ninety percent (90%) of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to assess and provide a realistic capacity for the Contractor to expend the remaining funds by June 30<sup>th</sup> of the second program year. A determination may be made by LHC as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the LHC will recapture such funds by June 30<sup>th</sup> of the second program year and redistribute such funds to an eligible performing Contractor within the general geographic region in which those funds were originally allocated in accordance with the LHC Plan. The LHC reserves the right to redistribute funds to a performing Contractor within the LHC if it becomes necessary.

## **X. ADDITIONAL PROVISIONS**

### **A. Provisions for Federally Funded Grants**

1. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621, *et seq.*, as amended.
2. *Eligibility to Receive Federally Funded Public Benefits.* Pursuant to 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with LHC Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by LHC.
3. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENTS FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432(d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any federal public benefit (as defined in section 401(c)) or any state or local public benefit (as defined in section 411(c)).
4. *Federal Funding Accountability and Transparency Act Reporting Requirement.* ("FFATA") Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170), LHC is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. FFATA reporting requirements will apply to any funding awarded by LHC under this Agreement in the amount for \$25,000 or greater. The Contractor, as a sub-recipient, must provide any information needed pursuant to these requirements.
5. *Data Universal Numbering System (DUNS) number.* Pursuant to 2 CFR, Part 25, FFATA reporting requirements and in order to receive funding under this Agreement, the Contractor agrees to provide LHC with a valid Dun and Bradstreet ("D&B") Data Universal Numbering Systems ("DUNS") number that identifies the Contractor. Accordingly, the Contractor agrees to register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement, if it does not currently have a DUNS number.
6. *System for Award Management (SAM).* The Contractor agrees to register in the System for Award Management ("SAM") which is the primary registrant database for the U.S. Federal Government. The Contractor further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM throughout the Term of this Agreements Information regarding the process to register in SAM can be obtained at <https://www.sam.gov>.

7. *Executive Compensation* – The Contractor shall report the names and total compensation of the five (5) most highly compensated officers if the Contractor in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. However, if the Contractor certifies that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, or already provides executive compensation to the Securities Exchange Commission, this data is not required to be submitted into the SAM under FFATA. However, the Contractor will still be required to register and submit the other data requested.

**B. Federal Certification Regarding Debarment, Suspension, and Related Matters.** Contractor hereby certifies to the best of its knowledge that it nor any of its officers, or any subgrantees and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Agreement. Based on the description, LHC in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and LHC may terminate this Agreement for cause immediately pursuant to the termination provisions of state and federal law governing the Low-Income Home Energy Assistance Program.

## **C. Procurement**

### **1. Contract Administration.**

- a. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, (45 CFR Part 75) and amendments thereto, consistent with the general OMB compliance requirements. Contractor shall establish, maintain and follow written procurement procedures consistent with the procurement standards in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (45 CFR Part 75) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- b. Contractor shall not permit any organizational conflict of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subgrantee and/or subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- c. Contractor assures that all supplies, materials, equipment or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Noncompliance with any of the provisions in this Section shall result in a disallowance of the costs of the procured transaction.

## **D. Affirmative Action Compliance**

1. Each Contractor, subgrantee or subcontractor with fifty (50) or more employees and an agreement of fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program.
2. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60.2.32, Section 60-250.1 through 60-250.33, and Sections 60-741.4 through 60.741.32.
3. Each Contractor, subgrantee or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375.

Contractor shall ensure that subgrantees and subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

**E. Nondiscrimination Compliance**

1. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
2. Contractor hereby certifies compliance with the following:
  - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
  - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
  - c. Rehabilitation Act of 1973, as amended.
  - d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
  - e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
  - f. Public Law 101-336, Americans with Disabilities Act of 1990.

**F. Specific Assurances**

1. *Public Law 103-227, Part C.* Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient expressly agrees that it will comply with Public Law 103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. Contractor further agrees that the language of the preceding sentence will be included in any subcontracts that contain provisions for children's services and that all subgrantees and subcontractors shall certify compliance accordingly.
2. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.



3. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes.
4. *Policies on Limited English Proficient Persons.* Subrecipient must have written policies that are consistent with the EO 13166.
5. *Drug-Free Workplace.* Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182, and the applicable regulations set forth in 10 C.F.R. Part 607, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
6. *Political Activities*
  - a. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
  - b. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
7. *Lobbying Activities*
  - a. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
  - b. If Contractor engages in lobbying activities, Contractor shall complete, sign, and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

**G. Right to Monitor, Audit and Investigate**

1. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the Legislative Auditor, LHC staff, and any entity selected by LHC to perform inspections, shall have the right to monitor and audit Contractor and all subgrantees and/or subcontractors providing services under this Agreement through onsite inspections, audits, and other applicable means the LHC determines necessary.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the LHC, or any of their duly authorized representatives, including representatives of the entity selected by LHC to perform inspections, for

examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.

3. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

**H. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor**

1. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within thirty (30) calendar days from the date of such action.
2. LHC shall conduct such fair hearing in accordance with 45 CFR 81.1, *et seq.*

**I. Fair Hearing Process for Applicants for Denial of Benefits by Contractor or Subgrantee(s)/Subcontractor(s)**

1. Contractor and/or all subgrantees and subcontractor(s) shall provide all interested individuals equal opportunity to apply for the LIHEAP and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor and/or subgrantee or subcontractor shall act upon all applications in writing within fifteen (15) working days.
2. Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive an untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, the following:
  - a. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and the LHC.
  - b. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
  - c. Provisions for notifying the applicant in writing of the reasons for denial of assistance and advising the applicant that he/she may request a review of the denial and may submit additional information, in writing, which the applicant believes would warrant a favorable determination.

- d. Provisions for reviewing the denial of an application for assistance in an expeditious manner if such is requested by the applicant. This shall include the specific assignment of responsibility to a senior level official or standing committee other than the person making the initial determination.
  - e. Provisions for notifying the applicant of the Contractor's final decision.
  - f. The methods the Contractor will employ to notify applicant of the existence of the appeals process.
  - g. Provisions for ensuring that every effort will be made to provide persons who do not comprehend English with written materials and/or procedures in the appropriate language(s).
  - h. Provisions for the retention of documents relating to specific denials of assistance and action(s) taken by the Contractor. Such records must be maintained in the Contractor's files for six (6) years and shall be available for review by LHC upon request.
  - i. Provisions to inform applicants that an appeal to LHC may be requested as part of the fair hearing process and provisions for providing a description to the applicant of the process and criteria for appeal to LHC.
  - j. Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to LHC. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of the LHC Energy Department.
- 3. A written description of the aforementioned required procedures shall be maintained on file by the Contractor and shall be available for public inspection.
  - 4. Should the applicant decide to appeal to LHC, the applicant shall submit a written appeal request to LHC within ten (10) working days from the date of the Contractor's final decision. Upon request from LHC, the Contractor shall provide all supportive documentation to LHC, postmarked within ten (10) working days of the request.
  - 5. LHC shall provide an opportunity for an administrative fair hearing if an applicant's concern is not resolved by appeal to the Contractor. Within five (5) working days, upon receipt of a request for a fair hearing, LHC shall schedule a fair hearing to be conducted no later than fifteen (15) working days from receipt of a request for a fair hearing. The fair hearing shall be conducted in accordance with the following criteria:
    - a. The hearing shall be held in a place reasonably convenient to the applicant and open to the public.

- b. The applicant shall receive notification of the hearing no less than five (5) working days before the scheduled hearing, to enable a proper preparation of the applicant's appeal.
- c. The applicant shall have an opportunity to review his/her claim file, which contains all the evidence to be presented, prior to the hearing.
- d. The hearing officer shall be an impartial adjudicator who has not participated in the decision being appealed.
- e. The applicant is guaranteed the right to:
  - i. Have a representative at the hearing;
  - ii. Present evidence, including oral and/or written statement on his/her behalf;
  - iii. Present witnesses; and
  - iv. Cross-examine witnesses.
- f. The applicant shall be given the opportunity to elect to have the matter determined through use of a declaration in lieu of personal appearance.
- g. The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days following the conclusion of the fair hearing.

**J. Complaint Management Policies and Procedures**

- 1. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- 2. Contractor shall ensure that all formal complaints are handled timely and documented with the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
- 3. If the Contractor's efforts did not result in a resolution, the Contractor must refer the client to the LHC Energy Department. The Contractor shall contact the LHC Energy Manager directly and explain the issue, actions taken to resolve the issue, and provide the LHC any supporting documentation and written correspondence that demonstrates the Contractor's attempts to resolve the issue.

**K. Record-Keeping**

1. All records maintained by Contractor shall meet the OMB requirements contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 45 CFR Part 75, specifically 45 CFR Part 75.361-365.
2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of six (6) years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
3. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practice Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

**XI. GENERAL TERMS AND CONDITIONS**

- A. **Term of Agreement.** This Agreement shall begin on October 1, 2021 and shall terminate on September 30, 2023.
- B. **Amendment.** This Agreement constitutes the entire Agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement through an amendment is binding on any of the parties.
- C. **Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Agreement. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Agreement, if so requested.
- E. **Indemnification.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any negligent act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State

Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

- F. **Governing Law and Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Louisiana.
- G. **Termination.** Either party has the right to cancel this Agreement, with or without cause, by giving the other party thirty (30) days written notice, forwarded to its respective address via U.S. Mail. The Corporation has the right to cancel this Agreement with less than thirty (30) days notice in the event of budgetary reductions, without any liability incurring to the Corporation or the State of Louisiana.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to Corporation:

Bradley R. Sweazy  
Interim Executive Director  
Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, LA 70808

If to Contractor:

Terrebonne Parish Consolidated Government  
4800 Hwy 311  
Houma, LA 70360

- H. **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. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- I. **Non-Discrimination Clause.** The Contractor agrees 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 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 Americans with Disabilities Act of 1990, and Federal Executive Order 13559.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, sexual identification, national origin, veteran status, political affiliation, or disabilities.

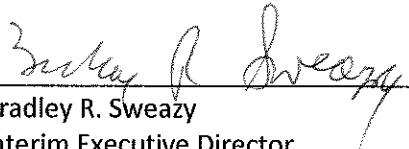
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- J. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

This Agreement is hereby executed by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT

  
\_\_\_\_\_  
Bradley R. Sweazy  
Interim Executive Director

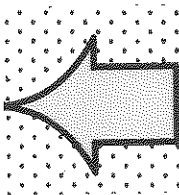
\_\_\_\_\_  
Signature of Duly Authorized Representative

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title of Signatory

SIGNED THIS 17<sup>th</sup> DAY OF NOV, 2021

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_



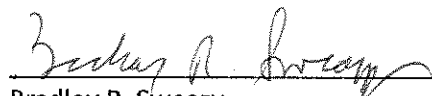
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- J. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

This Agreement is hereby executed by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT

  
\_\_\_\_\_  
Bradley R. Sweazy  
Interim Executive Director

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

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title of Signatory

SIGNED THIS 17<sup>th</sup> DAY OF NOV, 2021

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_



## **SUBAWARD AGREEMENT**

### **List of Attachments**

<b><u>Attachment A</u></b>	<b>Allocation Chart</b>
<b><u>Attachment B</u></b>	<b>LIHEAP Grant Closeout Checklist</b>
<b><u>Attachment C</u></b>	<b>Subaward Data</b>
<b><u>Attachment D</u></b>	<b>Certification Regarding Lobbying</b>

**Attachment A**

**Allocation Chart**

# Attachment A

## Low-Income Energy Assistance Program

FY2022 DHHS Allocation  
Expires 9/30/2023

Terrebonne Parish Consolidated Government					
Parish				Client Education (Assurance 16)	Total
Terrebonne			Administration	\$21,509	\$94,195
			\$72,686		
	Assistance	Period	Program Support	Client Assistance	
	Heating	November 15, 2021 - March 15, 2022	\$14,834	\$281,843	\$296,677
	Cooling	April 1, 2022 - June 30, 2023	\$22,251	\$422,765	\$445,016
	Crisis	October 1, 2021 - June 30, 2023	<u>\$5,934</u>	<u>\$112,737</u>	\$118,671
		Total	\$43,019	\$817,345	
				FY2022 Allocation Total:	\$954,559

**Attachment B**

**LIHEAP Grant Closeout Checklist and Certification of Documents**

Louisiana Housing Corporation  
Low-Income Home Energy Assistance Program (LIHEAP) Agreement  
ATTACHMENT B

State of Louisiana

LOUISIANA HOUSING CORPORATION (LHC)

**FY 20\_\_ LIHEAP GRANT CLOSEOUT CHECKLIST AND CERTIFICATION OF DOCUMENTS**

Contractor:	
Grant Period:	Total Contract Budget:

Within 45 days after the end date of grant period, you are required to submit this form and all documents listed below to LHC. Any monies due to LHC must accompany the form and all documents.

1. Refund Check Amount (if applicable). Explain below.  
\$ \_\_\_\_\_
2. Final Quarterly Reconciliation of Drawdowns and Expenses (LIHEAP General Ledger)
3. Excess Revenue and Interest Earned Report
4. Equipment Inventory of real and personal property acquired with DHHS/LIHEAP funds

Comments:	
<b>CERTIFICATION:</b>	
By signing this document, I certify to the best of my knowledge and belief that the enclosed documents (listed above) are accurate and complete and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the grant awards. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. <i>(U.S. Code, Title 18, Section 1001)</i>	
Authorized Representative/Title	Telephone Number: ( )
Signature:	Email Address: Date:

**Attachment C**  
**Subaward Data**

(i)	Subrecipient Name	Terrebonne Parish Consolidated Government
(ii)	Subrecipient Unique Entity Identifier:	045774333
(iii)	Federal Award Identification Number (FAIN):	2201LALIEA
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	DHHS- October 29, 2021
(v)	Subaward Period of Performance Start Date:	October 1, 2021
	Subaward Period of Performance End Date:	September 30, 2023
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	DHHS- \$954,559
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	DHHS- \$954,559
(ix)	Federal Award Project Description:	Low Income Home Energy Assistance Program (LIHEAP)
(x)	Name of Federal Awarding Agency:	Department of Health & Human Services
	Name of Pass-Through Entity:	Louisiana Housing Corporation
	Contact Information for Federal Awarding Official:	HHS, Administration For Children and Families Office of Community Services, Division of Energy Assistance Mary E. Switzer Building, 5 <sup>th</sup> Floor West 330 C. Street, SW Washington, D.C. 20201
	Contact Information for LHC Authorizing Official:	Bradley R. Sweazy Interim Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
	Contact Information for LHC Project Director:	Lauren Holmes Program Administrator 11637 Industriplex Blvd. Baton Rouge, LA 70809
(xi)	CFDA Number and Name:	#93.568 Low-Income Home Energy Assistance
(xii)	Identification of Whether Subaward is R&D:	n/a
(xiii)	Indirect Cost Rate for LHC Federal Award:	n/a
	Subrecipient Indirect Costs:	As allowed under 45 CFR 75.414

**Attachment D**

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned, on behalf of the Subrecipient/Subcontractor, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient/Subcontractor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment D**

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned, on behalf of the Subrecipient/Subcontractor, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient/Subcontractor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_



Category Number:  
Item Number: 2.



Monday, December 13, 2021

---

**Item Title:**

RESOLUTION: Community Services Block Grant Program (CSBG)

**Item Summary:**

**RESOLUTION:** Authorizing Parish President Gordon E. Dove to sign and submit an agreement for the Louisiana Workforce Commission's Community Service Block Grant Program for Grant Period 10-1-2021 – 9-30-2023.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ex Summary	12/2/2021	Executive Summary
Resolution	12/2/2021	Resolution
Agreement	12/2/2021	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

Community Services Block Grant Program (CSBG)
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
A resolution to provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Louisiana Workforce Commission's Community Service Block Grant Program has awarded CSBG funds to provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.			
<b>TOTAL EXPENDITURE</b>			
\$396,275.00			
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>			
ACTUAL	ESTIMATED		
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>			
N/A	NO	YES	IF YES AMOUNT BUDGETED:
			\$396,275.00

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Kelli Cunningham

Signature

12/2/2021

Date

OFFERED BY:  
SECONDED BY:

Resolution No.

WHEREAS, the Terrebonne Parish Consolidated Government recognizes the need to provide services to help eliminate poverty and promote self-sufficiency in the Parish, and

WHEREAS, the Louisiana Workforce Commission's Community Services Block Grant Program has awarded \$396,275.00 in Regular CSBG Funds to Terrebonne Parish to provide services from October 01, 2021 through September 30, 2023

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the contract with the effective date of October 01, 2020.

BE IT FURTHER RESOLVED that the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove to execute any and all grant agreements, certifications, modifications, and documents necessary between Terrebonne Parish Consolidated Government and the Louisiana Workforce Commission resulting from the approval of this contract.

**STATE OF LOUISIANA  
LOUISIANA WORKFORCE COMMISSION  
COMMUNITY SERVICES BLOCK GRANT  
SUBAWARD GRANT AGREEMENT**

This subaward agreement (Agreement) is entered into between the Louisiana Workforce Commission, Office of Workforce Development, 1001 North 23rd Street, Post Office Box 94094, Baton Rouge, Louisiana 70804-9094, hereinafter referred to as "Grantor," and Terrebonne Parish Consolidated Government, 809 Barrow Street, Post Office Box 6097, Houma, LA 70360, hereinafter referred to as "Subrecipient," to provide services and programs in accordance with the provisions of the Community Services Block Grant Act of 1981, as amended ("CSBG").

**Local Grant Subrecipient Name:** Terrebonne Parish Consolidated Government

<b>Address:</b>	Post Office Box 6097 Houma, LA 70360
<b>Federal Tax ID No.:</b>	72-6001390
<b>DUNS#:</b>	045774333
<b>Contact Person:</b>	Ms. Melanie VanBuren
<b>Title:</b>	Human Development Administrator
<b>Telephone:</b>	(985) 873-6790
<b>Fax:</b>	(985) 873-6434
<b>E-mail address:</b>	mvanburen@tpcg.org

The Fiscal Agent appointed by the Local Grant Subrecipient:

<b>Fiscal Agent</b>	Terrebonne Parish Consolidated Government
<b>Address:</b>	Post Office Box 6097 Houma, LA 70360
<b>Federal Tax ID No.:</b>	72-6001390
<b>DUNS#</b>	045774333
<b>Contact Person:</b>	Ms. Melanie VanBuren
<b>Title:</b>	Human Development Administrator
<b>Telephone:</b>	(985) 873-6790
<b>Fax:</b>	(985) 873-6434
<b>E-mail address:</b>	mvanburen@tpcg.org

**FUNDING INFORMATION**

Funding Source: U.S. Department of Health and Human Services, (ACF) & (OCS)

Federal Award Identification Number: TBA

Federal Award Date: TBA

Total Amount of Federal Funds Obligated to Subrecipient: \$396,275

Total Amount of the Federal Award: \$17,010,238

Catalog of Federal Domestic Assistance (CFDA) Numbers and name: 93.569

Is this grant for R & D? ☐ Yes ☒ No

AGREEMENT MANAGER for Grantor: Todd J. Dozier

### **AGREEMENT TERM**

This Subaward Agreement shall begin on October 1, 2021 and shall end on September 30, 2023. However, this Agreement is not effective and no payments will be made to the Subrecipient until it is signed by the Subrecipient and the Secretary of Louisiana Workforce Commission or her designee.

### **MAXIMUM AGREEMENT AMOUNT**

In consideration of the services described in this Agreement the Grantor hereby agrees to pay the Subrecipient a maximum amount of \$396,275 for Federal Fiscal Year 2022. Of this amount, \$396,275 is Regular CSBG Funds and \$0.00 is Discretionary Funds. Discretionary funds may be awarded separately, by special application, at a later date.

### **SUBRECIPIENT'S TAX ID**

The Subrecipient's Federal Tax ID # is 72-6001390.

### **CSBG ASSURANCES**

To assure the most effective use of CSBG funds to attain a measurable and positive impact on the causes of poverty, the Subrecipient assures that activities funded on the local level conform to one or more of the following activities:

- a. to support activities that are designed to assist low income families and individuals, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act, homeless families and individuals, migrant or seasonal farm workers, and elderly low-income families and individuals;
- b. to remove obstacles and solve problems which block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under Part A of Title IV of the Social Security Act);
- c. to secure and maintain meaningful employment;
- d. to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
- e. to make better use of available income;
- f. to obtain and maintain adequate housing and a suitable living environment;
- g. to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;
- h. to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partnerships to – (I) document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and (II) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;

- i. to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing crime, such as programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation and entrepreneurship programs) and after-school child care programs;
- j. to make more effective use of and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts);
- k. to inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this subtitle about the availability of child support services; and refer eligible parents to the child support offices of State and local governments;
- l. to provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
- m. to coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services;
- n. to ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI, The Low-Income Home Energy Assistance Program of Public Law 97-35 (relating to low-income home energy assistance) are conducted in communities; and
- o. to encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

### **SCOPE OF SERVICES**

Subrecipient hereby agrees that funds made available by the Grantor will be used to carry out services and activities as permitted by the Community Services Block Grant (P.L. 97-35, Title VI, Section 671; 42 USC § 9901, et seq) and as outlined in the approved CSBG State Plan.

Subrecipient further agrees that funds made available by the Grantor will be used to implement services and activities as described in the Community Action Plan and Quarterly Action Plan/Report.

Subrecipient shall comply with all CSBG operating procedures, guidelines, and policies issued by the Grantor relating to program performance and reporting requirements.

### **PARTICIPANT ELIGIBILITY REQUIREMENTS**

Participants receiving assistance must meet CSBG income eligibility guidelines. Currently, gross income may not exceed 200% of the Federal Poverty Level (FPL) as established by the U.S. Federal Poverty Guidelines issued by the U.S. Department of Health and Human Services (HHS) in effect at the time of application for assistance. The current FPL requirement of 200% is in effect through December 3, 2021, and may be extended thereafter by the Federal Government.

Subrecipient shall establish eligibility policies and determination procedures for CSBG funded programs and activities in which low income individuals receive a monetary benefit. Income eligibility shall be based on gross income at or below 200% of the HHS poverty guidelines. The Subrecipient shall maintain accurate documentation of the applicant eligibility determinations.

### **CHARGING OF FEES**

No individual participating in any activity resulting in obtaining employment shall be required to pay a fee to the Subrecipient, its agents or any other firm as a condition of employment.

### **PERFORMANCE MEASURES, PROVISIONS AND EVALUATION**

#### **▪ Performance Measures**

The performance measures applicable to this Agreement shall be included in the Subrecipient's Quarterly Activity Plan/Report for the period of performance and reporting from October 1, 2021 through September 30, 2023. The Subrecipient will establish goals and objectives to be achieved through implementing program services and activities as described in the associated Quarterly Activity Plan/Report. Such goals and objectives will be measured by comparing the actual results with the established Community and/or Individual and Family National Performance Indicators (NPIs) identified by the Subrecipient. The actual number of results achieved must be between 80% - 120% of the total targeted NPIs identified on the Quarterly Activity Plan/Report. These standards will remain in effect unless other standards are approved by the Grantor.

Subrecipient may not change the NPIs target numbers after the eleventh-month of a Program Year unless information is submitted that justifies the changes *i.e.*, loss/reduced funding.

#### **▪ Evaluation**

Pursuant to La. R.S. 39:1500, the Grantor shall conduct an evaluation of Subrecipient's performance and an assessment of the utility of the final product and deliver the report to the director of the Office of State Procurement (OSP) within sixty days after completion of performance and shall be retained on file. The Subrecipient will be notified of the results of the evaluation.

### **PAYMENT TERMS**

#### **▪ Payments**

Payments will be made to the Subrecipient on a cost reimbursement basis. Reimbursements are conditioned on the full and satisfactory performance of the Subrecipient's obligations under this Agreement. The Grantor shall be liable, subject to the receipt of funds from the federal government and the limitations provided in this Agreement, for the actual costs incurred to perform the activities listed in the Agreement, but in no case shall Grantor be liable for any amount that exceeds the maximum Agreement amount stated on page 1 of this Agreement unless the maximum Agreement amount is increased by an amendment to this Agreement.

It is understood and agreed that if the Subrecipient fails to timely submit any reports (including audits) or repay disallowed costs required by the Grantor, the Grantor reserves the right to

withhold any or all payments due to the Subrecipient until such time as the required reports are received.

▪ **Budget Package**

The Subrecipient shall prepare and submit a Budget Package to the Grantor as specified by written instructions from the Grantor. Subrecipient shall notify the Grantor in writing, when making budget changes and when receiving an increase or decrease in other funding, unless otherwise specified by written instructions from the Grantor. Failure to submit forms and notify Grantor of budget changes may result in a delay or suspension of funds.

▪ **Request for Funds Procedure**

The Subrecipient shall complete and submit a request for funds to the Grantor three (3) days prior to the date the funds are required. A copy with original signatures shall be submitted to the Grantor via email at [CSBG@lwc.la.gov](mailto:CSBG@lwc.la.gov).

**USE OF FUNDS**

▪ **Allowable Costs**

Funds received as a result of this Agreement must be reasonable costs permitted by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the OMB Super Circular) codified at 2 CFR Part 200 and the CSBG Act to support the organizational infrastructure required to coordinate and enhance multiple programs, services and resources that address poverty conditions in the community.

▪ **Contingency Fees and Other Prohibited Fees**

The Subrecipient shall not employ any person or firm to solicit or secure this Agreement under agreement for any commission, percentage, brokerage or contingent fee. Failure to comply with this provision shall give the Grantor the right to terminate this Agreement or to deduct the amount of such commission, percentage, brokerage or contingency fee.

▪ **Costs Requiring Prior Approval**

CSBG funds may be used for the following activities only if prior written approval has been received from the Grantor (inclusion in the Agreement does not provide prior approval):

- ❖ Sub-agreements and third party agreements for social, professional, consulting and personal services including legal, accounting, etc.
- ❖ equipment and furniture, with a unit cost of \$1,000 or more;
- ❖ Contracts for the lease of space; and
- ❖ The purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy related home repairs) of any building or other facility.

▪ **Subagreements and/or Third Party Agreements**

The Grantor will review and monitor the activities covered by any proposed contract, subcontract, or third party agreement that would utilize CSBG funds in whole or part.



Subrecipient shall not execute or otherwise enter into any such contract, subcontract or third party agreement without Grantor's prior review and written approval.

All subcontracts and agreements entered into by Subrecipient utilizing CSBG funding shall contain at a minimum the following information:

- a. name and address of the contractor or third party;
- b. a description of the services to be offered;
- c. the maximum fee to be charged;
- d. a provision requiring the contractor to pay all applicable taxes;
- e. a provision allowing for the review of records by the Legislative Auditor of the State; and
- f. a cancellation clause.

Leases for space agreements shall contain the following:

- a. name and address of lessor and lessee;
- b. a description of the space leased, including the square footage and address;
- c. the maximum fee to be charged;
- d. the starting and ending date of the contract;
- e. the signature of both parties;
- f. a 30-day cancellation clause; and
- g. an availability of funds clause.

## **COMPLIANCE**

The Subrecipient shall abide by and comply with all federal, state and local laws; all federal, state and local regulations; and all rules of the grant in the operation of programs under this Agreement.

All services and activities are to be provided in accordance with all applicable federal, state and local laws and regulations including but not limited to the following:

- ❖ The Community Services Block Grant Act, as amended, 42 U.S.C. 9901et seq.
- ❖ LA R.S. 23:61 through 23:66
- ❖ 45 Code of Federal Regulations (CFR) Part 96
- ❖ Labor and Employment, Title 40, Part XVII, Community Services Block Grant
- ❖ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular)
- ❖ Drug Free Workplace Act of 1988
- ❖ Americans with Disabilities Act
- ❖ Pro-Children Act of 1994

The Subrecipient will comply with any amendments and/or revisions to the above mentioned laws and/or regulations and any other policies and procedures which may govern the operation of the CSBG immediately upon notification.

### **▪ State CSBG Plan**

The Subrecipient shall comply with the provisions of the CSBG State Plan as approved by the U.S. Department of Health and Human Services and the Governor of Louisiana.

### **▪ Organizational Standards**

On January 26, 2015, the U.S. Department of Health and Human Services, Office of Community Services (OCS) released Information Memorandum (IM) No. 138, State Establishment of Organizational Standards for CSBG Eligible Entities (CEEs) under §678B of the CSBG Act, 42.U.S.C § 9914. To ensure each Subrecipient has appropriate organizational capacity to fulfill the purposes of the CSBG Act, the Grantor will annually review Subrecipient's compliance with Organizational Standards through desk reviews and/or on-site monitoring. If a Subrecipient is not meeting a standard or sets of standards, the Grantor and the Subrecipient shall develop a Technical Assistance Plan (TAP) and/or a Quality Improvement Plan (QIP) to establish training and technical assistance resources and outline a timeframe for the Subrecipient to meet all of the required standards. If the Subrecipient fails to meet the deliverables established in the TAP and/or QIP the Grantor may pursue corrective action, a reduction in or termination of funding.

## **TRIPARTITE BOARD REQUIREMENTS**

### **▪ Applicability**

In order to be eligible to receive CSBG funds, private not-for-profit agencies must maintain a governing board which meets the tripartite board requirements as detailed in the CSBG Act, Section 676B. Each local governing authority or public agency shall establish an advisory board, with advisory powers only, which meets the requirements of La. R.S. 23:64.1(B). The Subrecipient shall submit tripartite board information to the Grantor upon request including, but not by way of limitation, a list of board members, the segment each represents, their mailing addresses, and their terms. The Subrecipient must update the Grantor when any changes to this information occur.

### **▪ Size of Board and Term Limitation**

Governing boards for private nonprofit agencies and advisory boards for public agencies shall consist of not less than 15 nor more than 31 members, who shall broadly represent the area served by the Subrecipient.

The terms of board members representing the selected public officials segment of the board shall coincide with the terms of the elected officials they represent. The terms of all other board members shall not exceed five years and they shall serve no more than two consecutive terms without serving an inactive year.

### **▪ Structure of the Tripartite Board**

The Subrecipient shall administer the Community Services Block Grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities. Members of the board shall be selected by the Subrecipient and the board shall be composed of the following:

- a. one-third of the members of the board shall be elected public officials, currently holding office, or their representatives, except that if the number of such elected public officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representative may be counted in meeting this one-third requirement;
- b. not fewer than one third of the members shall be persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of

- low-income individuals and families in the neighborhood served, and each representative of low-income individuals and families selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member; and
- c. the remainder of the members shall be officials or members of business, industry, labor, religious organizations, law enforcement, welfare, education or other major groups and interests in the community served.

▪ **Bylaws**

The governing board shall adopt bylaws that include the length of service of its members, whether alternates and/or representatives are allowed, a policy for individuals and organizations to petition for membership, and the responsibilities of the governing and/or advisory board. These bylaws shall be available for review by the Grantor. The governing board of a community action agency or private nonprofit organization shall have the power to appoint a person to a senior staff position; determine fiscal and program policies; approve all rules and procedure; and ensure compliance with all conditions which relate to their responsibilities. Such actions shall be consistent with the policies promulgated by the Grantor. If the designated community action agency is under local government authority, the community action agency advisory board shall have no powers as outlined in this section other than to advise the community action agency where the local government authority has reserved much of the authority.

The governing board shall develop policies and procedures that provide a means for low-income individuals, community organizations, religious organizations, or representatives of low-income individuals that consider its organization or low-income individuals to be under-represented on the board to petition for adequate representation.

▪ **Conflict of Interest**

No board member shall engage in any selection, award, or administration of a subgrant or contract supported in total or part with CSBG funds if a conflict of interest, real or apparent, exists. Such a conflict exists when the individual, any member of the individual's immediate family, the individual's partner or an organization that employs or is about to employ the individual has a financial interest in the award, subgrant or Agreement. To the extent applicable, the board members shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

For the purpose of this part immediate family is defined as a board member's children, children's spouses, brothers or sisters and their spouses, parents, spouse, and the parents of his or her spouse.

▪ **Reimbursements to Board Members**

Board members shall not be paid a salary; however, they may be reimbursed for expenses (i.e., mileage, meals) to carry out their responsibility to assure compliance with the CSBG Agreement. Travel expenses shall be in accordance with the approved travel policy of the Subrecipient or the Division of Administration, PPM 49 of the State of Louisiana Travel Rules and Regulations.

## **FISCAL SYSTEM REQUIREMENTS**

### **▪ General Responsibilities**

The Subrecipient shall maintain an accounting system which separately identifies the expenditure of CSBG funds and complies with generally accepted accounting standards applicable to the Subrecipient.

### **▪ Bank Account**

Subrecipient may maintain CSBG funds in the same manner as all other federal funds. Receipt and disbursements of CSBG funds are to be readily identifiable and kept in a separate journal or separately coded. Codes are to be changed with each federal fiscal year funds.

### **▪ Accounting System**

The Subrecipient is not required to establish an accrual accounting system but must develop accrual data for its reports (i.e., expenditure reports).

### **▪ Indirect Costs**

The Subrecipient will not be reimbursed for any indirect cost unless the indirect cost rate has been approved by a federally cognizant agency and the Subrecipient has received prior written approval from the Grantor to charge the indirect cost to this Agreement. If such approval and documentation of it is included in an Agreement proposal or an amendment submitted by the Subrecipient, the approval of the Agreement or amendment shall constitute approval of the indirect cost.

### **▪ Cost Allocation**

A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities that cannot be determined because of the interrelationship of the work involved, the costs may be allocated or transferred to benefitted projects on any reasonably documented basis.

### **▪ Bonding**

Upon request by the Grantor, the Subrecipient shall furnish the Grantor proof that each employee and officer of the Subrecipient who is responsible for the receipt, custody or disbursement of funds is covered by a fidelity bond. A corporate surety licensed to do business in Louisiana shall issue such bond.

The fidelity bond shall agree to indemnify the Subrecipient against any direct loss of money or other personal property for which the Subrecipient is responsible under the terms of this Agreement. The bond shall be in the amount of \$100,000 or the maximum amount expected to be received in any month, whichever is the less. Written notice shall be given to the Grantor immediately in the event of cancellation of the fidelity bond or the inability to obtain such coverage.

▪ **Closeout Procedures**

The Subrecipient shall submit a closeout package at the end of the grant period to the Grantor as required by written instructions from the Grantor. The closeout package must be received by the Grantor no later than 45 days after the ending date of the Agreement or as otherwise specified in written instructions from the Grantor.

The closeout package shall include, but not by way of limitation, an expenditure report marked "FINAL" reflecting all costs related to the Agreement, a clear copy of the final bank statement or a copy of the cash balance from the accounting records for the closeout month, a check for all excess funds, and written justification for unexpended funds. Failure to submit payment of unspent funds may result in failure to approve an Agreement for later fiscal/program years and/or the suspension of payments due.

**PRIOR WRITTEN APPROVAL**

Subrecipient shall request prior written approval from the LWC for indirect costs in advance of the incurrence of the below items. All requests for prior written approval should include the timeframe or scope of the agreement.

**Equipment:** Subrecipient shall request prior approval from the LWC to purchase any equipment as defined in the Uniform Guidance at 2 CFR 200.33. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Capital expenditures for general purpose equipment, buildings, and land are unallowable, except with the prior written approval of the LWC. Equipment and other capital expenditures are unallowable as indirect costs. The purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility is unallowable pursuant to Section 678F of the CSBG Act.

Equipment must be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the Subrecipient must not encumber the property without prior approval of the Louisiana Workforce Commission. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

During the time that equipment is used on the project or program for which it was acquired, the Subrecipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or

projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

The Subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

When acquiring replacement equipment, the Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. However, Subrecipient must request prior approval from LWC prior to trading or selling any equipment.

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained by the Subrecipient that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every year.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes,

regulations, or Federal awarding agency disposition instructions, the Subrecipient must request disposition instructions from the LWC.

Equipment with a unit price of \$1,000 or more may not be disposed of by the Subrecipient without prior written approval from the Grantor. No electronic equipment may be disposed of without written prior approval from the Grantor. Income resulting from the disposal of equipment shall be considered program income and must be used for approved CSBG activities. Equipment purchased prior to December 20, 1995 will be part of the state inventory of property and disposed of in accordance with state property requirements.

**Compensation-Fringe Benefits (Severance Pay)**

Prior written approval from the LWC is required for indirect costs of any severance pay.

**Entertainment Costs**

Entertainment costs, including amusement, diversion, and social activities are unallowed except when considered to have a programmatic purpose and only if authorized or approved by the Federal awarding agency or LWC.

**Costs resulting from fines, penalties, damages, settlements**

Costs resulting from Subrecipient violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the LWC.

**Fund Raising Costs**

Fund raising costs are generally unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable only with prior written approval from the LWC.

**Insurance and Indemnification**

Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs.

**Memberships, Subscriptions, and Professional Activity Costs**

Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable only with prior written approval of the LWC.

Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable only with prior written approval of the LWC.

Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC.

Costs of membership in any country club or social or dining club or organization are unallowable.

Costs of membership in organizations whose primary purpose is lobbying are unallowable.

**Organization Costs**

Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the Subrecipient in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the LWC.

**Participant Support Costs**

In connection with conferences and training projects, participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) are allowable with the prior approval of the LWC.

**Rearrangement and Reconversion Costs**

Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of the LWC.

Costs incurred in the restoration or rehabilitation of the Subrecipient's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable with prior approval of the LWC.

**CASE MANAGEMENT AND DATA COLLECTION SYSTEM REQUIREMENTS**

A requirement of CSBG funding is to provide accurate, reliable and timely reporting of client, service and outcome data in order to determine and assess the positive impact these funds have on supporting low income individuals and families achieve and maintain stability, self-sufficiency and economic security.

The Louisiana Workforce Commission and the CSBG Network has selected the eLogic Genesis software system for use by all Community Action Agencies for CSBG case management, data collection and reporting requirements. This system's technical innovation, ease of use and functionality fully supports a standardized uniform statewide management and reporting system and provides automated reporting for the Annual Report, Quarterly Activity Reports and the Organizational Standards. This system will be provided by the Grantor for Subrecipient's use for all CSBG-required reports. Two licenses per agency will be provided by Grantor. Subrecipient shall participate in periodic trainings, webinars and online learning provided by the Grantor or at the Grantor's request to correctly and effectively utilize the system. This is a web-based system.



Subrecipient shall maintain the minimum technological requirements needed to operate the system, at its own costs.

## **REPORTS**

The Subrecipient shall submit to the Grantor such reports as required for the purpose of compliance with the federal and state laws and the provisions of this Agreement. Reports shall be correct and submitted in the format and by the dates established by the Grantor. Failure to comply with the reporting requirements may result in the suspension and/or delay of funds being forwarded to the Subrecipient.

### **▪ Monthly Expenditure Reports**

The Subrecipient shall submit monthly expenditure reports to the Grantor no later than the twenty fifth (25) day of the following month, unless otherwise specified by written instructions from the Grantor. Failure to submit reports as established by deadlines may result in a delay or suspension of funds for the Subrecipient.

### **▪ Quarterly Activity Reports**

The Subrecipient shall submit quarterly activity reports to the Grantor no later than 15 days after the end of the reporting period unless otherwise specified by written instructions from the Grantor. Failure to submit correct reports and as established by deadlines may result in a delay or suspension of funds for the Subrecipient.

## **MAINTENANCE OF AND ACCESS TO AGREEMENT DOCUMENTS AND RECORDS**

The Subrecipient shall maintain such records and documentation as are required by the Grantor, make such reports as are required by the Grantor, and make accessible to the Grantor such records as are required to document the expenditures of funds under this Agreement.

### **▪ Fiscal Records**

The Subrecipient shall maintain such records as are required to establish fiscal accountability and participant eligibility and make such records available to the Grantor, or its agent, for review and evaluation. The Subrecipient shall maintain the original source documents to substantiate all expenditures of funds under this Agreement and any other fiscal records required by the Grantor.

### **▪ Participant Records**

The Subrecipient shall maintain the records required to document the eligibility of any participant who receives services under this Agreement. At a minimum, the records shall contain a participant application, eligibility determination and services provided.

### **▪ Accessibility of Records**

All records, fiscal, administrative, and programmatic, shall be available for review, audit or other purposes by the Grantor, the Federal Grantor Agency and the Comptroller General of the United States, or their duly authorized representative, to assure compliance with federal and state laws

and regulations and the provisions of this Agreement. The Grantor reserves the right to copy any records of this Agreement for the purpose of assuring compliance.

- **Maintenance of Records - Period of Retention**

The Subrecipient agrees to maintain all the original fiscal, administrative and programmatic records of this Agreement for a period of three (3) years after the ending date of the Agreement, submission of the final expenditure report or the final resolution of any audits, whichever is the later.

## **PROCUREMENT REQUIREMENTS**

All purchases or leases of goods and services must comply with LA. R.S. 39:1551 *et seq.*, the State Procurement Code, CSBG regulations, and all amendments thereto, unless otherwise allowed by CSBG State Regulations or these clauses. If the Subrecipient's procurement policy or the federal procurement policy is more restrictive; however, the most restrictive policy must be followed.

The Subrecipient may also purchase items directly from the State Agreement Bid List.

## **EQUIPMENT**

Subrecipient shall maintain all equipment purchased with CSBG funding, in good working order and limit its use to approved CSBG activities.

- **Inventory**

The Subrecipient shall maintain an inventory for all equipment purchased with CSBG funds that has a unit acquisition cost of \$1,000 or more, as required by Part VII of Title 34 of the Louisiana Administrative Code. Subrecipient shall also maintain an inventory for all electronic equipment purchased with CSBG funds, such as, but not limited to, computers, laptops, and tablets, regardless of the cost. The inventory must include a description of the equipment including the serial number, acquisition cost, and property tag number, which shall be affixed upon receipt to all inventoried equipment. The inventory also must note the location of CSBG equipment. A complete inventory listing all CSBG equipment must be submitted with the annual closeout package. Equipment, which is part of the state inventory of property, will be inventoried in accordance with state requirements.

- **Ownership**

The ownership of equipment purchased with CSBG funds remains with the Subrecipient until termination of the Agreement, the Subrecipient ceases to operate, or the equipment is disposed of, whichever occurs first. If this Agreement is terminated or the Subrecipient ceases to operate, equipment purchased with CSBG funds will be returned to the Grantor for use in CSBG approved activities.

- **Disposal**

Equipment with a unit price of \$1,000 or more may not be disposed of by the Subrecipient without prior written approval from the Grantor. No electronic equipment may be disposed of

without written prior approval from the Grantor. Income resulting from the disposal of equipment shall be considered program income and must be used for approved CSBG activities. Equipment purchased prior to December 20, 1995 will be part of the state inventory of property and disposed of in accordance with state property requirements.

#### **PREVENTION OF FRAUD AND ABUSE**

To ensure the integrity of the CSBG programs, the Subrecipient shall establish, maintain and utilize internal management procedures sufficient to prevent fraud and other program abuses. Fraud is defined as a deliberate action which would result in deceitful practices and intentional misconduct. Abuse means to make wrongful use of or to violate the provisions of the federal and state laws and regulations, the provisions of this Agreement, and the policies of the Grantor.

#### **CONFLICT OF INTEREST**

The Subrecipient shall ensure that no employee of the Subrecipient, no member of its board, nor any person involved in the review and approval of the Agreement shall participate in any decisions regarding any activity which would result in monetary gain for that individual, any member of individual's immediate family as defined at LA. R.S 42:1102, the individual's partners or an organization that employs or is about to employ individual. To the extent applicable, the Subrecipient and its employees shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

The Subrecipient certifies that none of its employees or its officers has an interest, direct or indirect, which would conflict with the activities of this Agreement, and that no person having such interest shall be employed by the Subrecipient.

The Subrecipient shall require all subcontractors to comply with this clause as a condition of award.

#### **POLITICAL AND LOBBYING ACTIVITIES**

The Subrecipient shall ensure that no funds provided under this Agreement shall be used for any political or lobbying activity. The Subrecipient shall prohibit any activities to provide voters and/or prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity. Programs assisted under the CSBG Act will not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with:

- a. any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
- b. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- c. any voter registration activity.

Subrecipient will provide assurances to the effect of the aforementioned prohibition against political activities upon the request of the Grantor.

## PERSONNEL AND TRAVEL POLICIES

The Subrecipient shall establish, with its board's approval, personnel and travel policies that comply with the requirements of federal and state laws and regulations and the policies of the Grantor. Travel expenses shall be in accordance with the approved travel policy of the Subrecipient. In the case of public community action agencies, travel expenses shall be in accordance with the local governing authority's approved travel policy. In the case of private, not-for-profit, community action agencies, travel expenses shall be in accordance with the travel policies established by its board and approved by the Grantor.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipients written travel policy.

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US flag air carrier if service provided by such carrier is available. Costs charged directly to this subaward must include documentation that justify that: Participation of the individual is necessary to the subaward; and the costs are reasonable and consistent with the grant recipients established travel policy.

For reimbursement on a mileage basis, the Subrecipient may not charge more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The current Mileage Reimbursement Rate is:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	July 1, 2021	\$0.56

The Grantor shall reserve the right to review compliance to these policies as a part of the review of the operation of the Agreement.

## INDEPENDENT AGENCY

The Subrecipient shall operate under this Agreement as an independent agency and not as an officer, agency or employee of the Grantor. In no event shall any person employed by the

Subrecipient or any subcontractor of the employee be considered to be an employee of the Grantor.

The Grantor shall not be liable to the Subrecipient for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana and no employee of the Subrecipient shall be considered an employee of the Grantor for the purposes of Workers' Compensation coverage.

## **INSURANCE**

The Subrecipient shall maintain insurance policies to provide coverage for employees, motor vehicles and buildings as required below.

### **▪ Vehicles**

The Subrecipient shall maintain and, upon request, furnish proof that all motor vehicles owned and/or leased by the Subrecipient are covered by liability insurance as required by the State of Louisiana. The Subrecipient shall maintain documentation that all motor vehicles used by its employees and/or agents in the performance of duties of this Agreement, and reimbursed for travel from this Agreement, are covered by liability insurance, at least minimum coverage, as required by Louisiana State law. All insurance policies shall be procured from vendors who are licensed to do business in the State of Louisiana.

### **▪ Workers' Compensation**

Upon request, the Subrecipient will furnish proof to the Grantor that workers compensation insurance coverage is maintained for all the employees of the Subrecipient as required by the State of Louisiana. The Subrecipient may, with prior written approval of the Grantor, maintain a self-insurance program for workers' compensation. Any workers compensation insurance plan must meet the requirements of the laws of the State of Louisiana.

### **▪ Other Insurance**

The Subrecipient shall provide any other insurance for its employees or for participants in the activities under this Agreement as required by the State of Louisiana.

### **▪ Duration of Policies**

Insurance policies shall be in effect for the entire period of the Agreement. The Grantor shall not be liable for the reimbursement of premiums for coverage that extends beyond the ending date of the Agreement.

## **PROGRAM INCOME**

Any income produced as a result of an activity funded under this Agreement shall be considered program income. Records shall be maintained to document the amount of income earned and the use of that income.

Program income and monies generated from program income shall be used to offset the cost of the activity that produced the income. Use of program income to fund any other activity which is allowable under the CSBG Act must have the prior written approval of the Grantor.

▪ **Monitoring**

The Grantor shall monitor the fiscal, administrative and programmatic services and activities in accordance with Section 678B of the CSBG Act, the Uniform Administrative Requirements at 2 CFR Part 200, Subpart D, the applicable Cost Principles at 2 CFR Part 200, Subpart E, all federal and state laws, regulations and rules of the grant in the operation of programs under this Agreement.

**AUDITS AND RESOLUTION OF DISALLOWED COSTS**

▪ **Audits**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Louisiana Workforce Commission Auditors shall have the option of auditing all accounts of the Subrecipient that relates to this Grant. Audits must be conducted in accordance with Office of Management and Budget (OMB), 2 CFR Chapter I, Chapter II, Part 200, et al., Subpart F- Audit Requirements – Single Audit, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). A copy of this audit must be submitted to the Louisiana Workforce Commission as soon as the audit has been completed so that the Louisiana Workforce Commission may take appropriate action. The audit will be kept on file for review by the Legislative Auditor's Office.

In addition, the Subrecipient and its Fiscal Agent must comply with the following requirements of R.S. 24:513 (H):

(1) All auditees and their officials and staff are hereby directed to assist the legislative auditor in his/her work and to furnish such information, reports, aid, services, and assistance as may be requested, all without any cost or charge.

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(2)(a) Each auditee shall designate 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.

(b) A government entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirements of this paragraph.

▪ **Resolution of Audits and Disallowed Costs**

The Subrecipient shall provide the Grantor with information and documentation to refute any questioned and/or disallowed costs within 30 days of the Grantor's request for information. The Grantor shall review the evidence and make a determination to allow or disallow the costs within 30 days after receiving the evidence. The Subrecipient shall be notified in writing of the determination and of the total amount to be repaid by the Subrecipient. Failure to provide the

Grantor with the information requested in a timely manner may result in a suspension of funds under this Agreement.

- **Repayment of Disallowed Costs**

The Subrecipient shall repay to the Grantor, from funds other than those received from the Grantor, any costs that have been disallowed or make repayments in accordance with an approved repayment plan. All repayment of CSBG funds must be from non-federal resources. Federal funds cannot be used to repay disallowed costs. Failure to repay a disallowed cost or not meet any payment of an approved repayment plan on the due date may result in the suspension of funds under any Agreement that may be in operation.

## **AGREEMENT AMENDMENTS**

All amendments to this Agreement shall be in writing, properly signed by both the Grantor and the Subrecipient, and approved by the Secretary of Louisiana Workforce Commission or designee. No Agreement amendment shall be effective until the written amendment to the Agreement is signed by the Subrecipient and the Grantor and approved by the Secretary or designee.

The Grantor may unilaterally initiate Agreement amendments in response to changes in federal funding or changes required by federal or state laws and regulations. The Grantor shall notify the Subrecipient in writing of any changes required in the Agreement to reflect changes in funding level or federal or state laws. Unless otherwise requested by the Grantor, the Subrecipient shall prepare the required amendment in the format approved by the Grant; the authorized signatory for Agreement shall sign the amendment; and the Subrecipient shall mail the amendment to the Grantor for review, approval and signature.

- **Revisions**

Revisions are changes to the Agreement but shall not include changes that increase or decrease the maximum fee. All revisions must be submitted in writing and approved by the Grantor.

## **DISPUTES AND APPEALS**

- **Disputes**

Any disputes which may arise, with the exception of a dispute with procedures for resolution provided for elsewhere in these clauses, shall be in writing to the State Director of the CSBG programs within fifteen (15) days from the receipt of notification of the action causing the dispute. All efforts will be made to resolve the disputes, and the Director shall provide a decision in writing to the Subrecipient within ninety (90) days of the receipt of written notification.

- **Appeals**

In the event the Subrecipient does not agree with the determination of the Director of CSBG, a written appeal may be filed to the Secretary or designee. The appeal must be in writing, and must be filed within fifteen (15) days after the receipt of a determination from the Director of CSBG programs. The appeal must contain specific information on the reasons for the appeal and

description of the relief sought. If an appeal is requested, it will be scheduled and Subrecipient will receive a final determination in a reasonable period of time. Further, Subrecipient may be required to pay reasonable litigation expenses should it lose its appeal.

▪ **Legal Remedies—Dispute Resolution**

In the event of either party's breach or default, the other party shall be entitled to exercise all rights and pursue all remedies available under Louisiana law. To the extent not inconsistent with the federal laws and regulations governing the CSBG program, any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1672.4.

**AGREEMENT TERMINATION AND FUNDING REDUCTIONS**

The Grantor may terminate this Agreement, in whole or in part, for cause or convenience in compliance with this clause.

▪ **Termination For Cause**

If the State determines that, on the basis of a final decision in a review pursuant to Section 678C of the CSBG Act, that an eligible entity fails to comply with the terms of an agreement, or the State Plan, to provide services under this subtitle or to meet the appropriate standards, goals, and other requirements established by the State (including performance objectives) the State will:

- a. inform the entity of the deficiency to be corrected;
- b. require the entity to correct the deficiency;
- c. offer training and technical assistance –
  1. if appropriate, to help correct the deficiency, and prepare and submit a report to the Secretary of the U.S. Department of Health and Human Services describing the training and technical assistance offered; or
  2. if the State determines that such training and technical assistance are not appropriate, prepare and submit to the Secretary of the U.S. Department of Health and Human Services a report stating the reasons for the determination; and
- d. request a quality improvement plan –
  1. at the discretion of the State (taking into account the seriousness of the deficiency), allow the entity to develop and implement, within 60 days after being informed of the deficiency, a quality improvement plan to correct such deficiency within a reasonable period of time, as determined by the State; and
  2. not later than 30 days after receiving from an eligible entity a proposed quality improvement plan pursuant to subparagraph (1) either approve such proposed plan or specify the reasons why the proposed plan cannot be approved; and
  3. after providing adequate notice and an opportunity for a hearing, initiate proceeding to terminate the designation of or reduce the funding under the Act for the eligible entity unless the entity corrects the deficiency.

▪ **Reduction in Funding for Cause**

In reference to a funding reduction, the term "cause" includes, but not by way of limitation, statewide redistribution of funds under this subtitle to respond to the results of the most recently available census or other appropriate data, the establishment of a new eligible entity, severe economic dislocation, or the failure of an eligible entity to comply with the terms of an



agreement or the State Plan or to meet a State requirement, as described in Section 678C of the CSBG Act.

For the purposes of making a determination with respect to a termination, the term "cause" includes, but not by way of limitation, the failure of an eligible entity to comply with the terms of its agreement or a State Plan or to meet the State requirements as described in Section 678C of the CSBG Act.

▪ **Termination for Convenience**

To the extent permitted by the federal laws, regulations and other requirements governing the CSBG program, and subject to the approval of the Secretary of Louisiana Workforce Commission or his designee, the Grantor or the Subrecipient may terminate this Agreement for convenience. Either party shall give a thirty (30) day written notice of the intent to terminate. The Grantor shall be liable only for payment of those services performed prior to the termination date, provided the services comply with federal and state laws and regulations and with the provisions of this Agreement.

▪ **Hearings—Agreement Termination and Funding Reduction Appeals**

The Grantor shall select hearing officers to function in a quasi-judicial capacity in relation to the hearing process. All hearings shall be conducted in accordance with the Louisiana Administrative Procedure Act, La. R.S. 49:951 *et seq.*, and Grantor's regulations governing the appeal process, Louisiana Administrative Code, Title 40, Part XVII, Section 2901 *et seq.*

The Subrecipient may appeal the decision to the Secretary of the U.S. Department of Health and Human Services within 15 days after the receipt of the decision. If no appeal is filed, the decision is final.

**INDEMNIFICATION**

The Subrecipient agrees to indemnify and hold harmless the Grantor from all injury, damage, or destruction of property of the Grantor arising out of all acts of omission, or caused in whole or in part by presumed negligence on the part of the Subrecipient or its officers, agents, employees, subcontractors or program participants.

The Subrecipient further agrees to indemnify, hold harmless and defend the Grantor and its officers, agents or employees from all claims and/or suits resulting from the misuse, misapplied or misappropriated funds, which has been determined to result from the activities of the Subrecipient.

**AVAILABILITY OF FUNDS**

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.

In addition, the funding of this Agreement is wholly conditioned on the actual receipt of federal funds appropriated under the Community Services Block Grant Act of 1981 by the Grantor. In the event funds anticipated under the Act should not be received timely, or should be suspended or terminated, in whole or part, the Grantor reserves the right, at its sole discretion, to suspend or terminate this Agreement. The Grantor shall, within a reasonable period of time, notify the Subrecipient, in writing, that the Agreement is suspended or terminated. The Grantor shall not be liable for the payment of any work or services after the date of termination and /or suspension of the federal funds. This Agreement may also be terminated by the Grantor upon 30 days written notice, in accordance with the LAC Title 40, Part XVII, Section 2901 and the Omnibus Budget Reconciliation Act of 1981, Title VI, Subtitle B, Section 676A.

#### **AUDITS BY STATE**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Grantor's auditors shall have the option of auditing all accounts of Subrecipient that relate to this Agreement.

#### **TAXES**

The Subrecipient hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be the Subrecipient's obligation under the Federal Tax ID listed on page 1 of this Agreement.

#### **ASSIGNMENT**

The Subrecipient agrees not to assign or transfer any interest in this Agreement without prior written approval of the Grantor, except that monies due, or to become due, under this Agreement may be assigned to any bank, trust company, or other financial institutions without such prior written approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor within ten (10) days.

#### **NONDISCRIMINATION PROVISIONS**

The Subrecipient agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Subrecipient assures that it will not 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, disabilities or age in any matter relating to employment.

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

## **CERTIFICATIONS**

### **▪ Lobbying**

Under the provisions of the Community Services Block Grant Act, as amended, the representative of the Subrecipient signing this Agreement certifies, to the best of his or her knowledge and belief, that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal Agreement, the make of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal Agreement, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subAgreements, Agreements under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **▪ Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

Under the provisions of the Community Services Block Grant Act with 1994 Amendments regarding debarment, suspension, and other responsibility matters for primary covered transactions:

- a. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
  1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
  4. have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The certification or explanation will be considered in connection with the Grantor's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed with Grantor to determine that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State Government; Grantor may terminate this transaction for cause of default.
  - d. The prospective primary participant shall provide immediate written notice to Grantor, to whom this Agreement is submitted, if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
  - f. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Grantor.
  - g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," provided by Grantor entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

- j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- k. Except for transactions authorized under subsection "f" above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available Grantor may terminate this transaction for cause or default.

## **ATTACHMENTS**

The following Attachments are incorporated into and made a part of this Agreement:

- Attachment I: Certification of Authority (public) or Corporate Resolution (private)
- Attachment II: Authorized Signature Sheet

In witness thereof, the parties hereto have executed or approved this Agreement with attachment thereto signed on the date(s) noted below.

## **LOUISIANA WORKFORCE COMMISSION**

\_\_\_\_\_  
Ava Cates  
Secretary

\_\_\_\_\_  
Date

## **Terrebonne Parish Consolidated Government**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Monday, December 13, 2021

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**Item Title:**

RESOLUTION: Section 8 Program Administrative Plan Amendments

**Item Summary:**

**RESOLUTION:** Amending the Terrebonne Parish Consolidated Government Section 8 Program Administrative Plan with changes relative to COVID-19.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ex Summary	12/6/2021	Executive Summary
Resolution	12/6/2021	Resolution
Summary of Changes	12/6/2021	Backup Material
Backup	12/6/2021	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>Section 8 Program Administrative Plan Amendments</b>
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
The U.S. Department of Housing and Urban Development requires Public Housing Agency's to have an Administrative Plan to ensure compliance with federal laws, regulations, and notices and must establish policy and procedures to clarify federal requirement and to ensure consistency in program day to day operations.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
To provide safe, decent, and affordable housing to extremely low and very low-income persons in Terrebonne Parish. Adopt waivers from the CARES ACT allowable under HUD regulation to combat the COVID-19 pandemic.
<b>TOTAL EXPENDITURE</b>
N/A
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
<b>ACTUAL</b>
<b>ESTIMATED</b>
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>
<b>NO</b>
<b>YES</b>
<b>IF YES AMOUNT BUDGETED:</b>
N/A

<b>COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)</b>
<b>PARISHWIDE</b>
<b>1</b>
<b>2</b>
<b>3</b>
<b>4</b>
<b>5</b>
<b>6</b>
<b>7</b>
<b>8</b>
<b>9</b>

Kelli Cunningham

Signature

12/6/2021

Date

## RESOLUTION

Whereas, the U.S. Department of Housing and Urban Development requires Public Housing Agency's to have an Administrative Plan to ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirement and to ensure consistency in program day to day operation,

Whereas, changes that are required in certain aspects of the program are to be submitted for approval,

Whereas, Terrebonne Parish Consolidated Government Section 8 Program would amend the current Administrative Plan to reflect these changes,

Now, Therefore Be It Resolved that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby adopt the current changes to the Terrebonne Parish Consolidated Government Section 8 Program Administrative Plan.



## **Summary of Changes made to Administrative Plan**

**Definitions**                      **No Changes**

**Chapters 1-16**                  **No Changes**

**Chapter 17**                      **Updated chapter on COVID-19 (Coronavirus)**

**Adopted extended Waivers for HCV Program due to COVID-19. Waivers for annual examinations, interim examinations, EIV system monitoring, FSS contract extensions, Housing Quality Standards, Administrative Plan, oral briefing, voucher extension, contract execution, unit absences, HAP contract terminations, increases in payment standard, tenant notifications, SEMAP, and reporting requirements.**

**See attachment.**



# TERREBONNE PARISH Consolidated Government

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## Terrebonne Parish Consolidated Government Section 8 Department Adopted Waivers Due to COVID-19 Effective May 04, 2021

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**SUBJECT:** COVID-19 Statutory and Regulatory Waivers for Housing Choice Voucher and Section Eight Management Assessment Program

### **A. PURPOSE**

Pursuant to the authority provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136), HUD is waiving and establishing alternative requirements for numerous statutory and regulatory requirements for the Public Housing program, Housing Choice Voucher (HCV) program, Indian Housing Block Grant (IHBG) program, and Indian Community Development Block Grant (ICDBG) program. These waivers provide administrative flexibilities and relief to public housing agencies (PHAs), Indian tribes, and tribally designated housing entities (TDHEs) in response to the COVID-19 national emergency. With respect to the Public Housing and HCV programs, use of these waivers is at the discretion of the PHA; however, HUD strongly encourages PHAs to utilize any and all waivers and alternative requirements as necessary to keep public housing and HCV programs operational to the extent practicable.

This notice also provides information on additional actions HUD is taking, including the temporary suspension of the Public Housing Assessment System (PHAS) and the Section Eight Management Assessment Program (SEMAP).

### **B. BACKGROUND**

An outbreak of a respiratory disease caused by a novel (new) coronavirus has as of this date been detected in over 200 countries world-wide, including in the United States. The virus has been named "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2) and the disease it causes has been named "Coronavirus Disease 2019" ("COVID-19"). On January 31, 2020, Secretary of Health and Human Services Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 13, 2020, President Trump declared the COVID-19 pandemic a national emergency.



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The Federal Government is working closely with state, local, Tribal, and territorial partners, as well as public health partners, to respond to this public health threat. While various parts of the country are experiencing different levels of COVID-19 activity all 50 states have reported cases of COVID-19 to the Centers for Disease Control and Prevention (CDC).

The COVID-19 pandemic presents significant challenges for HUD and our PHA, Tribal, and TDHE partners to continue to carry out HUD's fundamental mission to provide decent, safe, and sanitary affordable housing for low-income families. Program operations have been severely impacted as PHAs, tribes, and TDHEs comply with critically important advisories and directives from public health professionals, including social distancing and other preventive practices that will slow the spread of COVID-19 and reduce the risk of exposure.

On March 27, 2020, President Trump signed the CARES Act into law, which authorizes over \$2 trillion in emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic, and emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic. The CARES Act further provides HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs, IHBG program, and ICDBG program. Through issuance of this notice, HUD is exercising this authority to provide PHAs, Indian tribes, and TDHEs with flexibility to adjust program practices where necessary to prioritize mission critical functions when normal operations are restricted and severely constrained, further prevent the spread of COVID-19, and mitigate the health risks posed by COVID-19 to PHA, Tribal, and TDHE staff, families, landlords, and their communities at large.

Note that the CARES Act also provides supplemental funding for the Public Housing and HCV programs as well as additional funding flexibilities with Operating and Capital funds for the Public Housing program. HUD will publish additional guidance describing the eligible uses of these additional funds, the allowable fungibility between the Operating and Capital Funds, and the process by which HUD will distribute the funds for the public housing and HCV program. HUD will also publish Implementation Notices in the very near future for both the IHBG and ICDBG programs funded under the CARES Act. These Notices will further describe eligible uses as well as the process by which HUD will distribute these funds.

### **C. CONTINUED OPERATIONS DURING THE COVID-19 NATIONAL EMERGENCY**

The waivers implemented through this notice provide administrative relief and allow for alternative approaches to various aspects of PHA, Tribal, and TDHE operations. With this flexibility, HUD strongly encourages PHAs, Indian tribes, and TDHEs to continue using available funding to house families, keep families in their homes, and conduct critical operations that can be done remotely and safely. Some critical functions for PHAs include, but are not limited to issuing vouchers so families can find housing, processing Requests for



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Tenancy Approvals (RFTAs) so families can be approved to move into a unit, processing requests for portability moves, ensuring occupancy of Public Housing units, processing minimum rent hardship exemptions, and completing reexaminations for participants who have experienced a decrease in income. Some critical functions for Indian tribes and TDHEs include but are not limited to ensuring low income Native American families remain housed, alleviating severe overcrowding, and carrying out eligible affordable housing activities.

HUD encourages PHAs, Indian tribes, and TDHEs to apply the waivers authorized in this notice based on local circumstances and needs. HUD also encourages PHAs, Indian tribes, and TDHEs to document and expeditiously implement plans for alternative procedures in order to provide stable housing for some of our country's most vulnerable families. Alternative processes may include electronic transmission of information to families, conducting briefings online, conducting conference calls, or using self-service features on the PHA's, Indian tribe's, or TDHE's website if available, and providing business-reply envelopes or secure drop-box apparatuses for document or rent submission for assisted families that do not have access to the Internet.

PHAs and industry groups are encouraged to work together with each other and with HUD during this challenging time to share ideas on how these critical functions can continue in order to house families. Likewise, it is imperative that Indian tribes, as well as regional and national organizations representing Native American housing interests, work together and with HUD's Office of Native American Programs (ONAP) and its area offices to find and share safe and efficient methods to carry out affordable housing activities to support low-income Indian families and their health in Indian Country and across the nation.

It is important to note that, for the Public Housing and HCV programs, HUD has not provided waiver authority that would allow tenants to stop paying their portion of the rent as determined by the PHA. Thus, it is critically important for PHAs to have revised procedures in place to allow for the timely completion of interim reexaminations for decreases in family income (see further discussion of this topic and the waiver authority/alternative requirement (PH and HCV-3) provided in section 7 of this notice).

### **D. WAIVER AND ALTERNATIVE REQUIREMENT AUTHORITY**

These waivers and alternative requirements are established under the authority of the CARES Act as well as Secretary Carson's finding that these waivers and alternative requirements are necessary for the safe and effective administration of the Public Housing and HCV programs, consistent with the purposes described under the CARES Act, to prevent, prepare for, and respond to COVID-19.

The Secretary may waive and/or establish alternative requirements for additional statutory and regulatory provisions in addition to these waivers by subsequent notice.

With respect to the waivers and alternative requirements under Native American programs, such waivers and alternative requirements are also established under the authority of the CARES Act and Secretary Carson's finding that all waivers provided under this Notice are



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necessary to expedite or facilitate the use of Indian Housing Block Grant and Indian Community Development Block Grant funds to prevent, prepare for, and respond to the coronavirus. HUD plans to continue to issue more waiver relief as the COVID-19 pandemic unfolds, and Indian tribes and TDHEs are encouraged to submit any additional waiver requests to their area ONAPs. HUD will consider all requests and determine whether to approve additional relief.

### **E. WAIVER AND ALTERNATIVE REQUIREMENT APPLICABILITY**

Through this notice HUD is making the waivers and alternative requirements listed in this notice effective immediately for those PHAs that elect to adopt them. PHAs may adopt the use of these waivers at any time during the period of availability (see Section 6 below).

With respect to the Public Housing program, the CARES Act provides that the Secretary may waive or specify alternative requirements for any provision of any statute or regulation that the Secretary administers in connection with the use of amounts made available under the CARES Act supplemental appropriation, the FY 2020 Operating Fund and Capital Fund appropriations, and any prior Operating Fund or Capital Fund appropriations.

With respect to the HCV program, the CARES Act provides that the Secretary may waive or specify alternative requirements for any provision of any statute or regulation that the Secretary administers in connection with the use of amounts made available under the CARES Act supplemental appropriation or under the FY 2020 Tenant-Based Rental Assistance (TBRA) appropriation. This means the waiver/alternative requirements are applicable to the HCV program, including special purpose vouchers such as Mainstream vouchers, Family Unification Program (FUP) vouchers, and HUD-VASH vouchers, provided that HCV program operations including those special purpose vouchers are supported by amounts provided by the FY 2020 TBRA appropriation (including FY 2020 renewal funding, FY 2020 administrative fees, and FY 2020 new special purpose voucher allocations) or amounts from the CARES Act supplemental appropriation during the period of applicability.

The use of these waivers is at the discretion of the individual PHA. A PHA may choose to apply all, some, or none of the waivers to their Public Housing and HCV programs. (PHAs may continue to request regulatory waivers from HUD in accordance with Notice PIH 2018-16 for waivers that are not covered by this notice, however, the PHA may not implement those waivers until the waiver request is approved by HUD.)

Some of the waivers require the use of alternative requirements. If the PHA adopts a waiver with an alternative requirement, the PHA must comply with all the terms and conditions of the alternative requirement. Please see the individual waiver descriptions for information on the applicable alternative requirements.

PHAs are required to keep written documentation that record which waivers the PHA applied to their programs(s) and the effective dates. A summary of the available waivers/alternative requirements and a suggested format for such documentation is included as an attachment to



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this notice. A PHA does not need to notify HUD or receive HUD approval to begin utilizing these waivers/alternative requirements. However, HUD may subsequently require the PHA to provide information to HUD on the waivers used by the PHA and the date the PHA applied the waiver to its program(s).

If a PHA chooses to apply any of the waivers provided for in this notice, the PHA is required to notify residents and owners of any impacts that the waiver and alternative requirement (where applicable) may have on them by whatever means it considers most effective as soon as practicable. HUD recognizes that the COVID-19 public health emergency presents unique challenges from a staffing and communication perspective and encourages PHAs to adapt their communications in consideration of local conditions and resources. For example, a PHA may need to initially provide this notification by placing information on its website and as a voice-mail message and following up with more formal written notice as circumstances allow.

HUD reminds PHAs that all materials, notices, and communications to families regarding the use of the waiver authorities must be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD's Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations. Section 504 and the ADA require recipients to ensure effective communication with applicants, participants, and members of the public and to provide appropriate auxiliary aids and services where necessary to afford individuals with hearing, vision, and other communication-related disabilities an equal opportunity to access information. PHAs must provide appropriate auxiliary aids and services necessary to ensure effective communication in all notices and communications, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters, accessible websites and other electronic communications (See 24 CFR 8.6, 28 CFR 35.160, and 28 CFR 36.303). PHAs must also continue to take reasonable steps to ensure meaningful access to their programs and activities to Limited English Proficient (LEP) individuals. As an aid to recipients, HUD published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 FR 2732). LEP guidance and information is available here: <https://www.federalregister.gov/documents/2007/01/22/07-217/final-guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against>

**PIH NOTICE 2021-14 provides extensions to previous waivers.**

### **F. PERIOD OF AVAILABILITY.**





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With respect to the Public Housing and HCV programs, pursuant to the CARES Act, the waivers/alternative requirements are effective for immediate use by PHAs as of the date of

this notice. The specific statute and regulation being waived (or solely the regulation if no statutory requirement is being waived), the period of availability, and the alternative requirement (if applicable), are found in sections 7 through 12 of this notice. The period of availability for these waivers/alternative requirements, collectively or individually, may be extended by PIH notice should HUD determine this to be necessary. PHAs are not required to keep the waiver/ alternative requirement in-place for the full period of availability (including any extension) but may at any time choose to revert to regular program requirements and operations.

The period of availability for the Public Housing and HCV waivers is in most cases either one of short-term or longer-term duration. Short-term waivers generally end on July 31, 2020, while the longer-term waivers typically expire on December 31, 2020. Short term waivers provide PHAs with essential flexibilities when normal operations are severely disrupted. Longer term waivers include waivers that permit PHAs to defer important but less critical functions to focus on their most vital responsibilities and effectively manage their transition back to normal operations. Other waivers have unique dates, such as when the period of availability is dependent on a PHA's fiscal year end date or based on a specific action or activity.

With respect to Native American programs, pursuant to the CARES Act, waivers and alternative requirements provided under the IHBG program and the ICDBG program are deemed to be effective as of the date the Indian tribe or TDHE began preparing for COVID-19. In accordance with the Act, this waiver relief is available only for IHBG funding and ICDBG funding provided under the CARES Act, and IHBG and ICDBG funding appropriated under the FY20 Consolidated Appropriations Act (Public Law 116-94).

The waivers and alternative requirements issued under the IHBG and ICDBG programs are generally available until funds are expended, unless otherwise noted under specific waivers below. HUD is allowing waivers and alternative requirements to remain available to Indian tribes and TDHEs until funds are expended because all funds subject to these waivers and alternative requirements must be used to prevent, prepare for, and respond to COVID-19.

## **PHA Policy is to adopt this waiver**

### **1. PH and HCV: Family Income and Composition: Delayed Annual Examinations**

Statutory Authority: Section 3(a)(1) of the USHA of 1937

Regulatory Authority: 24 CFR § 982.516(a)(1) - HCV

Regulatory Authority: 24 CFR § 960.257(a) - Public Housing

Description: PHAs are required to conduct a reexamination of family income and



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composition at least annually. Recognizing the foreseeable difficulties in complying with this requirement

in light of the COVID-19 emergency, HUD is waiving this statutory and regulatory requirement to permit PHAs to delay annual reexaminations of HCV and public housing families. However, if the PHA delays annual reexaminations for HCV families under this authority, it must also comply with the alternative requirement regarding the application of an increase in the payment standard amount during the Housing Assistance Payment (HAP) contract term (see HCV-7 below) if applicable, so as not to delay the application of the increased payment standard amount to the family's HAP calculation.

Period of Availability: All annual recertifications due in Calendar Year (CY) 2020 must be completed by December 31, 2021.

### **PHA Policy is to adopt this waiver**

#### **2. PH and HCV: Family Income and Composition: Annual Examination - Income Verification requirements**

Regulatory Authority: 24 CFR § 5.233(a)(2)

Sub-regulatory Guidance: PIH Notice 2018-18

Description: PHAs are required to use the Enterprise Income Verification (EIV) System for verification of family income at the annual examination. 24 CFR § 5.233(a)(2) requires PHAs to use EIV as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with §5.236 and administrative guidance issued by HUD. PIH Notice 2018-18 describes the required verification hierarchy process PHAs must follow. HUD understands that documentation may be difficult to obtain as a result of the COVID-19 public health emergency. PHAs are also facing challenges with securely accessing HUD systems while many if not all staff are working remotely.

To address these challenges, HUD is waiving the requirements to use the income hierarchy described by PIH Notice 2018-18 and will allow PHAs to forgo third-party income verification requirements for annual reexaminations, including the use of EIV, if the PHA wishes to conduct the annual recertification rather than delaying the family's annual recertification (as permitted under PH and HCV-2 above).

During the allowable period of availability, PHAs may consider self-certification as the highest form of income verification to process annual reexaminations. This may occur over the telephone (but must be documented by PHA staff with a contemporaneous written record), through an email or postal mail with a self-certification form by the tenant, or through other electronic communications. PHAs are encouraged to incorporate procedures to remind families of the obligation to provide true and complete information when adopting





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these flexibilities.

PHAs are further reminded that there is no HUD requirement that income and family composition examinations and recertifications must be conducted in-person unless determined necessary as a reasonable accommodation as long as applicable public health guidelines are followed (e.g., social distancing) and any state or local ordinance is followed.

PHAs that conduct annual examinations under this waiver/alternative requirement will be responsible for addressing any material discrepancies that may arise later. For example, if a tenant self-certified that the tenant lost their job, but later the EIV Income Validation Tool (IVT) shows the tenant's employment continued, the PHA must take enforcement action in accordance with their policies and procedures.

Period of Availability: The period of availability to conduct annual reexaminations using these modified verification requirements ends on December 31, 2021.

## **PHA Policy is to adopt this waiver**

### **3. PH and HCV: Family Income and Composition: Interim Examinations**

Statutory Authority: Section 3(a)(1) of the USHA of 1937

Regulatory Authority: 24 CFR § 5.233(a)(2) - HCV and Public Housing

Regulatory Authority: 24 CFR § 982.516(c)(2) - HCV

Regulatory Authority: 24 CFR § 960.257(b) and (d) - Public Housing

Sub-regulatory Guidance: PIH Notice 2018-18

Description: For the HCV and public housing programs, PHAs are required to adopt policies (in their Administrative Plans and Admissions and Continued Occupancy Plans (ACOPs), respectively) prescribing when and under what conditions the family must report a change in family income or composition. However, at any time that a family requests an interim determination of family income or composition because of any changes since the last determination, the PHA must make the interim determination within a reasonable time after the family's request. In most cases, the reason a family requests an interim determination is due to a loss in income or a change in family composition.

PHAs are required to use EIV for verification of family income at interim reexamination. 24 CFR § 5.233(a)(2) requires PHAs to use EIV as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with §5.236 and administrative guidance issued by HUD. PIH Notice 2018-18 further describes the required verification hierarchy process PHAs must follow.

To assist PHAs that may be prioritizing the processing of interim reexaminations due to decreases in family income and mitigate the challenges of transferring documentation during



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periods of shelter-in-place/stay-at-home efforts in response to the COVID-19 emergency, HUD is waiving the requirements to use the income verification hierarchy as described by

PIH Notice 2018-18. HUD will allow PHAs to forgo third-party income verification requirements for interim reexaminations, including the required use of EIV. During the allowable period of eligibility, PHAs may consider self-certification as the highest form of income verification to process interim reexaminations. This may occur over the telephone (with a contemporaneous written record by the PHA staff person), through an email with a self-certification form by the family, or through other electronic communications.

As noted in the previous waiver description, there is no HUD requirement that income and family composition examinations and recertifications must be conducted in-person unless it may be necessary as a reasonable accommodation for a person with a disability as long as applicable public health guidelines are followed (e.g., social distancing) and any local and state ordinances is followed.

PHAs that conduct interim reexaminations under this waiver/alternative requirement will be responsible for addressing any material discrepancies that may arise later. For example, if a tenant self-certified that the tenant lost their job, but later the EIV IVT Report shows the tenant's employment continued, the PHA must take enforcement action that is consistent with its policies and procedures.

PHAs may wish to review and adjust their interim reexamination policies (e.g., revising the PHA requirements when families must report increases in income between annual reexaminations or revising the policy regarding how to determine the effective date of an interim examination). PHAs should see HCV-1 and PH-4 for information on how these types of changes can be expedited.

Period of Availability: The period of availability ends on December 31, 2021.

## **PHA Policy is to adopt this waiver**

### **4. PH and HCV: Enterprise Income Verification (EIV) Monitoring**

Regulatory Authority: 24 CFR § 5.233

Sub-regulatory Guidance: PIH Notice 2018-18

Description: PIH Notice 2018-18 specifies the required monitoring of EIV reports. For example, PHAs are required to monitor the Deceased Tenants Report, the Identity Verification Report, the Immigration Report, the IVT Report, and the Multiple Subsidy Report and the New Hires Report on a monthly basis. Recognizing the challenges PHAs are facing with many if not all staff working remotely, HUD is waiving the mandatory EIV monitoring requirements.



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Period of Availability: The period of availability ends on December 31, 2021.



## **PHA Policy is to adopt this waiver**

### **5. Family Self-Sufficiency (FSS) Contract of Participation: Contract Extension**

Regulatory Authority: 24 CFR § 984.303(d)

Description: Part 984 establishes the requirements for the Section 8 and Public Housing FSS Program. Section 984.303(d) authorizes a PHA to extend a family's contract of participation for a period not to exceed two years upon a finding of good cause. HUD has made a determination that the circumstances surrounding COVID-19 qualify as "good cause" to extend family contracts, and FSS programs may consider this expanded definition of "good cause" as they make their determinations on each family's eligibility for an extension.

Period of Availability: The period of availability during which the PHA may extend the family's contract of participation using COVID-19 as the "good cause" ends on December 31, 2021.

## **PHA Policy is to adopt this waiver**

### **6. HOUSING CHOICE VOUCHER PROGRAM WAIVERS – HOUSING QUALITY STANDARDS (HQS) INSPECTIONS**

Introduction: HUD recognizes the unprecedented challenge the COVID-19 pandemic poses to PHAs in carrying out the most essential of their HCV program administrative responsibilities – ensuring that assisted families are living in decent, safe, and sanitary housing. HQS inspections protect the health and safety of HCV families. However, conducting physical inspections of units in many communities during this national emergency poses its own health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to COVID-19. In order to provide PHAs with the necessary flexibilities to continue to allow families to lease units and to postpone normally required HQS inspections for units under HAP contract, HUD is authorizing the use of the HQS-related waivers and alternative requirements listed in this section. PHAs are in the best position to determine which (if any) of these waivers should be applied to their HCV programs based on the needs and current conditions in their local communities.

PHAs that delay inspections under these waivers must inspect the units as soon as reasonably possible when it is again safe to do so but must complete all delayed unit inspections no later than the date specified in this notice (or subsequent extensions provided by HUD). HUD has established relatively short periods of availability for these HQS waivers given the health and



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safety nature of these requirements. However, HUD will consider extending these HQS waivers and alternative requirements if HUD determines an extension is necessary.

Any PHA that applies any of these waivers to its HCV program retains the right to conduct an HQS inspection on any assisted unit at any time. Likewise, the PHA may always choose to conduct an initial inspection on a unit a family wishes to lease if such an inspection is determined to be warranted by the PHA, regardless of whether the PHA chooses to apply the initial HQS inspection waivers to its HCV program. Crucially, use of any of these waivers by the PHA does not relieve owners of their responsibility to maintain the unit in accordance with HQS as required in the HAP contract, nor does it in any way restrict the PHA from taking action to enforce the owner's obligations. Furthermore, use of any of these waivers by the PHA does not create any right in any third party (such as with the assisted family) to require enforcement of the HQS requirements by HUD or the PHA, or to assert any claim against HUD or the PHA, for damages, injunction or other relief, for alleged failure to enforce the HQS (see § 982.407).

### **PHA Policy is to adopt this waiver**

#### **6-1. Initial Inspection Requirements**

Statutory Authority: Section 8(o)(8)(A)(i), Section 8(o)(8)(C) of the USHA of 1937

Regulatory Authority: 24 CFR §§ 982.305(a), 982.305(b), 982.405

Description: Section 8(o)(8)(A)(i) requires that the PHA must inspect the unit before any assistance payment is made to determine whether the unit meets HQS. Section 8(o)(8)(C) requires the PHA to conduct the initial inspection within certain time frames after receiving the RFTA. Section 982.305 provides that the PHA may not approve the assisted tenancy or execute a HAP contract until the unit has been inspected by the PHA and passes HQS. Additionally, Section 982.305 requires that the PHA must inspect the unit to determine that the unit satisfies the HQS before the beginning of the initial lease term, and that the PHA must perform this inspection within either 15 days or within a reasonable time depending on the size of the PHA.

HUD is waiving these requirements and providing an alternative requirement. In order to place the unit under HAP contract and commence making payments, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life threatening conditions exist in the unit or units in question instead of conducting an initial inspection. At minimum the PHA must require this owner certification. However, the PHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. The PHA is required to conduct an HQS inspection on the unit as soon as reasonably possible but no later than October 31, 2020.

This waiver and alternative requirement may also be applied to PHA-owned units if the independent entity is unable to perform the inspection.

Period of Availability: The period of availability for PHAs to accept owner's self-



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certification for an initial inspection ends on December 31, 2021. The period of availability for the

PHA to inspect a unit that was placed under HAP contract based on the owner's self-certification ends on June 30, 2022.

## **PHA Policy is to adopt this waiver**

### **6-2. Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option**

Statutory Authority: Section 8(o)(8)(A)(ii) of the USHA of 1937

Regulatory Authority: Housing Opportunity Through Modernization Act (HOTMA) of

2016: Implementation of Various Section 8 Voucher Provisions, 82 Fed. Reg. 5458 (Jan. 18, 2017)

Description: Section 8(o)(8)(A)(ii) provides the PHA with the option to choose to approve an assisted tenancy, execute the HAP contract, and begin making housing assistance payments on a unit that fails the initial HQS inspection, provided the unit's failure to meet

HQS is the result only of NLT conditions. The statute further requires that the PHA must withhold housing assistance payments from the owner if the NLT conditions are not corrected within 30 days.

HUD is waiving the requirement that the PHA must withhold the payment if the NLT repairs are not made in 30 days. Instead, the PHA may provide an extension of up to an additional 30 days to the owner to make the NLT repairs and continue to make payments to the owner during the period of that maximum 30-day extension. If the owner has not made the NLT repairs by the end of the PHA extension period, the PHA must withhold payments.

This NLT initial inspection option is available to the PHA for both tenant-based units and project-based units. This waiver and alternative requirement may also be applied to PHA-owned units if the independent entity is unable to perform the inspection.

Period of Availability: The period of availability for the PHA to approve an extension of up to an additional 30 days ends on July 31, 2020. The extension to make the NLT repairs may extend beyond July 31, 2020, depending on the date the PHA approved the extension. For example, if the PHA approved the extension on July 15<sup>th</sup>, the maximum extension provided to the owner would be August 15<sup>th</sup>.



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### **PHA Policy is to adopt this waiver**

#### **6-3. HOS Inspection Requirement – Biennial Inspections**

Statutory Authority: Section 8(o)(D) of the USHA of 1937

Regulatory Authority: 24 CFR §§ 982.405(a), 983.103(d)

Description: The statute and the regulations require the PHA to inspect the unit not less often than biennially during the term of the HAP contract. (Per the recent Federal Register Notice, 85 Fed. Reg. 11381 (Feb. 27, 2020), small rural PHAs may instead inspect the unit not less often than triennially, but since small rural PHAs do not have the authority to begin using a three-year inspection interval until after the next scheduled inspection after Feb. 27, 2020 is carried out, the majority of small rural PHAs have not yet moved from a biennial to a triennial requirement.) HUD is waiving this requirement and is allowing PHAs to delay biennial inspections for both tenant-based and PBV units. All delayed biennial inspections must be completed as soon as reasonably possible but no later than December 31, 2021.

This waiver and alternative requirement may also be applied to PHA-owned units if the independent entity is unable to perform the inspection.

Period of Availability: The period of availability ends on December 31, 2021.

### **PHA Policy is to adopt this waiver extension**

All delayed biennial inspections must be completed as soon as reasonably possible but not later than:

- June 30, 2022 for all CY 2020 delayed inspections
- December 31, 2022 for all CY 2021 delayed inspections

### **PHA Policy is to adopt this waiver**

#### **6-4. HOS Interim Inspections**

Statutory Authority: Section 8(o)(8)(F) of the USHA of 1937

Regulatory Authority: 24 CFR §§ 982.405(g), 983.103(e)

Description: The statute requires that upon notification to the PHA by a family or government official that the assisted unit does not comply with the HQS, the PHA must inspect the unit within 24 hours of when the PHA received the notification if the condition is life-threatening. 24 CFR 982.405(g) provides that if the reported condition is not life-threatening, the PHA must inspect the unit within 15 days. The regulation further provides





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that in the event of extraordinary circumstances HUD may waive the 24-hour or the 15-day inspection requirement until such time as an inspection is feasible.

HUD is waiving these requirements and establishing an alternative requirement for both tenant-based and PBV units. If the reported deficiency is life-threatening, the PHA must notify the owner of the reported life-threatening deficiency and that the owner must either correct the life-threatening deficiency within 24 hours of the PHA notification or provide documentation (e.g., text or email a photo to the PHA) that the reported deficiency does not exist. In the case of a reported non-life-threatening deficiency, the PHA must notify the owner of the reported deficiency within 30 days and the owner must either make the repair or

document that the deficiency does not exist within 30 days of the PHA notification or any approved PHA extension. The PHA may add other requirements or conditions in addition to the owner's documentation but is not required to do so.

As is the case under the current HCV program requirements, the PHA is not required to conduct an on-site inspection to verify the repairs have been made but may rely on alternative verification methods (e.g., photos submitted by the owner, tenant certification, etc.).

This waiver may also be applied to PHA-owned units if the independent entity is unable to perform the inspection.

Period of Availability: The period of availability ends on December 31, 2021. After December 31, 2021, the PHA must conduct the HQS inspection in accordance with the applicable time periods upon notification by a family or government official that the assisted unit does not comply with the HQS.

## **PHA Policy is to adopt this waiver**

### **6-5. HQS Quality Control Inspections**

Regulatory Authority: 24 CFR § 982.405(b)

Description: The regulations require PHAs to conduct supervisory quality control inspections of a sampling of units under contract. HUD is waiving this regulatory requirement.

Period of Availability: The period of applicability ends on December 31, 2021.

## **PHA Policy is to adopt this waiver**

### **6-6. Housing quality standards: Space and Security**

Regulatory Authority: § 982.401(d)



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**Description:** The regulation establishes a minimum standard for adequate space for both an HCV and PBV -assisted family. Specifically, it requires that each dwelling unit have at least 1 bedroom or living/sleeping room for each 2 persons. HUD is waiving this requirement for PHAs where the PHA wishes to assist a current participant that needs to add a member or members to the assisted household as a result of the COVID-19 emergency, and the additional family members would result in the unit not meeting the space and security standards. This provision does not apply to an initial or new lease. A participant must not enter into a new lease for a unit that does not comply with the space and security standards.

**Period of availability:** For any family occupying a unit that does not meet the space and security requirements pursuant to this waiver, the waiver will be in effect for the duration of the current lease term or one year from the date of this notice, whichever period of time is longer.

## **7. HOUSING CHOICE VOUCHER PROGRAM WAIVERS – GENERAL**

### **PHA Policy is to adopt this waiver**

#### **7-1: Administrative plan**

Regulatory Authority: 24 CFR § 982.54 (a)

**Description:** The regulation requires that any revisions of the PHA's administrative plan must be formally adopted by the PHA Board of Commissioners or other authorized PHA officials. Recognizing the foreseeable difficulties in complying with this requirement in light of the COVID-19 emergency, HUD is waiving the requirement to allow the PHA administrative plan to be revised on a temporary basis without Board approval. As an alternative requirement any informally adopted revisions under this waiver authority must be formally adopted as soon as practicable following June 30, 2020, but no later than December 31, 2021.

**Period of Availability:** The period of availability ends on December 31, 2021.

### **PHA Policy is to adopt this waiver**

#### **7-2: Information When Family is Selected - PHA Oral Briefing**

Regulatory Authority: 24 CFR § 982.301(a)(3), § 983.252(a)

**Description:** The regulation requires when the PHA selects a family to participate in either the HCV or PBV program, the PHA must give the family an oral briefing. HUD is waiving this requirement and as an alternative requirement allowing the PHA to conduct the briefing





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by other means such as a webcast, video call, or expanded information packet. Section 504 and the ADA require PHAs to ensure effective communication with applicants, participants and members of the public in all communications and notices. The PHA must ensure that the method of communication for the briefing effectively communicates with, and allows for equal participation of, each family member, including those with vision, hearing, and other communication-related disabilities, and ensures meaningful access for persons with limited English proficiency.

Period of Availability: The period of availability ends on December 31, 2021.



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### **PHA Policy is to adopt this waiver**

#### **7-3: Term of Voucher – Extensions of Term**

Regulatory Authority: 24 CFR § 982.303(b)(1)

Description: The regulation provides that at its discretion, the PHA may grant a family one or more extensions of the initial voucher term in accordance with the PHA policy as described in the PHA administrative plan. HUD is waiving the requirement that the extension(s) must be in accordance with the PHA's administrative plan in order to allow the PHA to provide extensions even though it has been unable to formally amend its policy in the administrative plan.

Period of Availability: The period of availability ends on December 31, 2021.

### **PHA Policy is to adopt this waiver**

#### **7-4: PHA Approval of Assisted Tenancy – When HAP Contract is Executed**

Regulatory Authority: 24 CFR § 982.305(c)

Description: The PHA may not make any housing assistance payments to the owner until the HAP contract is executed. The regulation provides that PHA must use best efforts to execute the HAP contract before the beginning of the lease term and that the HAP contract must be executed no later than 60 days from the beginning of the lease term. Any HAP contract executed after the 60-day period is void and the PHA may not pay any housing assistance payments to the owner. HUD is waiving the regulatory requirement to allow PHAs to execute the HAP contract after the 60-day deadline has passed and make housing assistance payments back to the beginning of the lease term. However, the PHA and owner must execute the HAP contract no later than 120 days from the beginning of the lease term.

Period of Availability: The period of availability to execute the HAP contract after the normally 60-day period from the beginning of the lease term ends on December 31, 2021.

### **PHA Policy is to adopt this waiver**

#### **7-5: Absence from Unit**

Regulatory Authority: 24 CFR § 982.312

Description: The regulation requires that a family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. HUD is waiving this regulatory requirement to allow the PHA at its discretion to continue housing assistance



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payments and not terminate the HAP contract due to extenuating circumstances (e.g., hospitalization, extended stays at nursing homes, caring for family members).

Period of Availability: The period of availability for the PHA to choose to continue making HAP payments despite the family's absence of more than 180 consecutive days ends on December 31, 2020. The PHA may not make payments beyond December 31, 2021, and the HAP contract will terminate on that date if the family is still absent from the unit.

### **PHA Policy is to adopt this waiver**

#### **7-6: Automatic Termination of HAP contract**

Regulatory Authority: 24 CFR § 982.455

Description: When an HCV family's income increases to the extent that the housing assistance payment is reduced to \$0, PHAs are required by this regulation to automatically terminate HAP contracts 180 days after the last housing assistance payment to the owner. In recognition that the COVID-19 emergency is creating economic and employment instability for many families, as well as situations where families may on a temporary basis be adding members whose additional income may result in a \$0 HAP subsidy calculation, HUD is waiving this requirement. As an alternative requirement, the PHA, upon written notice to the owner and family, may extend the period of time following the last payment to the owner that triggers the automatic termination of the HAP contract. The extension beyond the normally applicable 180 days is determined by the PHA but may not extend beyond December 31, 2020.

Period of Availability: The period of availability for the extension ends December 31, 2021. The PHA may not extend the HAP contract beyond December 31, 2021.

### **PHA Policy is to adopt this waiver**

#### **7-7: Increase in payment standard under HAP contract term**

Regulatory Authority: 24 CFR § 982.505(c)(4)

Description: The regulation requires that if the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.

HUD is waiving this requirement and as an alternative requirement allowing the PHAs to apply the increased payment standard at any time (e.g., interim reexamination, owner rent increase) after the effective date of the increase in the payment standard amount, provided the increased payment standard is used to calculate the HAP no later than the effective date



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of the family's first regular reexamination following the change.

Note that if the PHA has delayed the family's annual recertification under the waiver authority described earlier in this notice (see PH and HCV-2), the PHA must use the increased payment standard amount to calculate the family's HAP beginning the date that the family's first regular examination would have been effective in the absence of the waiver.

Alternatively, the PHA may conduct an interim reexamination where the only change is the increased payment standard amount. Regardless of the method used, the participant must receive the increased payment standard no later than the effective date of the family's first regular reexamination following the increased payment standard.

Period of Availability: The waiver period of availability ends on December 31, 2021.

## **PHA Policy is to adopt this waiver**

### **8. Tenant Notifications for Changes to Project Rules and Regulations**

Regulatory Authority: 24 CFR § 966.5

Description: PHAs are required by this regulation to provide 30-day notice to impacted families for changes to policies, rules and special charges to families. HUD is waiving the requirement to provide such advance notice, except advance notice must be provided for any changes related to tenant charges. Although HUD is waiving the advanced notice, PHAs must still provide adequate notification to impacted families within 30 days of making such changes.

Period of Availability: The period of availability ends on December 31, 2021.

### **9. SEMAP and Uniform Financial Reporting Standards**

#### **9a.SEMAP**

Regulatory Authority: 24 CFR Part 985

Description: Part 985 sets out the requirements by which Section 8 tenant-based assistance programs are assessed. For PHAs that have a SEMAP score pending as of the date of this notice, and for any PHA with a fiscal year ending on or before December 31, 2021, HUD will not issue a new SEMAP score unless the PHA requests a that new SEMAP score be issued. HUD will instead carry forward the most recent SEMAP score on record.

Period of Availability: HUD will resume issuing new SEMAP scores beginning with PHAs with fiscal year end dates of January 01, 2022.



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**9b. Uniform financial reporting standards; Filing of financial reports;  
Reporting Compliance Dates**

Regulatory Authority: 24 CFR §§ 5.801(c), 5.801(d)(1)

Description: Section 5.801 establishes uniform financial reporting standards (UFRS) for PHAs (and other entities). Section 5.801(c) requires that PHAs submit financial information in accordance with 24 CFR § 5.801(b) annually, not later than 60 days after the end of the fiscal year of the reporting period. Section 5.801(d)(1) requires that PHAs submit their unaudited financial statements not later than 60 calendar days after the end of their fiscal year, and that PHAs submit their audited financial statements not later than 9 months after the end of their fiscal year.

HUD is waiving these requirements and is providing the alternative requirements for the following PHAs:

- i. PHAs with a FYE of June 30, 2019; September 30, 2019; December 31, 2019; and March 31, 2020, and a deadline to submit audited financial information in accordance with 24 CFR § 5.801(b) and (d); and

	Due Date	Extended Due
6/30/2019	3/31/2020	9/30/2020
9/30/2019	6/30/2020	12/31/2020
12/31/2019	9/30/2020	3/31/2021
3/31/2020	12/31/2020	6/30/2021

- ii. PHAs with a FYE of December 31, 2019 and March 31, 2020, and a deadline to submit unaudited financial information in accordance with 24 CFR § 5.801(b) and (d).

FYE	Due Date	Extended Due Date
12/31/2019	2/29/2020	8/31/2020
3/31/2020	5/31/2020	11/30/2020

Period of Availability: Varies by PHA by FYE, see description for details.



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### 8. Other Waivers and Administrative Relief.

#### **b. PHA Reporting Requirements on HUD Form 50058.**

Regulatory Authority: 24 CFR Part 908, § 982.158

Sub-regulatory Guidance: PIH Notice 2011-65

Description: PHAs must submit form HUD-50058 no later than 60 calendar days from the effective date of any action recorded on line 2b of the form HUD-50058 or form HUD-50058 MTW. The Notice states HUD will monitor timeliness of reporting and may sanction a PHA for late reporting.

HUD recognizes that PHAs that implement waivers and alternative requirements under this notice likely will submit form HUD-50058 later than 60 calendar days from the effective date of certain actions, particularly related to reexaminations and inspections. HUD is waiving the 60-day deadline and providing that PHAs must submit form HUD- 50058 or HUD-50058 MTW for transactions impacted by implemented waivers and alternative requirements within 90 days of the effective date of action.

Although this waiver provides up to 90 days for PHAs to submit HUD-50058 forms into IMS-PIC, HUD encourages those PHAs that have operational capacity to do so to continue submitting HUD-50058 forms within the normal 60-day timeframe.

PIH recognizes this Notice and any subsequent Notices providing waiver authority to HUD-50058 submission requirements could impact the PHA's ability to submit HUD- 50058 forms into the IMS-PIC system and potentially result in fatal errors. In order to minimize the occurrence of these errors resulting from implementing these waivers, PIH will be issuing guidance in the near future that will provide PHAs with workarounds to avoid any potential issues in the PIC system.

For PHAs that submit HUD-50058 forms and receive a fatal error, PIH will not require these HUD-50058 forms to be re-submitted consistent with the waiver of reporting provisions in the Notice. PIH encourages these PHAs to not re-submit these forms until after PIH issues the revised guidance for HUD-50058 reporting. For PHAs that submit HUD-50058 forms successfully in the interim period before the new reporting guidance is issued, PIH may require corrections to these HUD-50058 forms and re-submission to IMS-PIC.

Period of Availability: The period of availability ends December 31, 2021.



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**Attachment: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
(Refer back to the Notice using the item code for a full description and more detailed information.)

This chart summarizes the waivers authorized under this notice and the availability period for each. As stated in Section 5, PHAs must keep written documentation on the waivers applied by the PHA as well as the effective dates. To fulfill those requirements, PHAs may but are not required to utilize the last two columns to record this information.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
1.PH and HCV Family income and composition – delayed annual reexaminations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> § 982.516(a)(1), § 960.257(a)	<ul style="list-style-type: none"><li>Permits the PHA to delay the annual reexamination of income and family composition</li><li>HCV PHAs must implement HCV-7 for impacted families if they implement this waiver</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020
2.PH and HCV Annual	<u>Regulatory Authority</u> § 5.233(a)(2)	<ul style="list-style-type: none"><li>Waives the requirements to use the income</li></ul>	<ul style="list-style-type: none"><li>12/31/2021</li></ul>	Yes	04/10/2020



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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
reexamination Income Verification	<u>Sub-regulatory Guidance</u> PIH Notice 2018-18	hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification <ul style="list-style-type: none"><li>• PHAs that implement this waiver will be responsible for addressing material income discrepancies</li></ul>		Yes	04/10/2020
3.PH and HCV Interim reexaminations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> § 5.233(a)(2), 982.516(c)(2), 960.257(b) and (d)  <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"><li>• Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations</li></ul>	<ul style="list-style-type: none"><li>• 12/31/2021</li></ul>	Yes	04/10/2020
4.PH and HCV EIV System Monitoring	<u>Regulatory Authority</u> § 5.233  <u>Sub-regulatory Guidance</u>	<ul style="list-style-type: none"><li>• Waives the mandatory EIV monitoring requirements.</li></ul>	<ul style="list-style-type: none"><li>• 12/31/2021</li></ul>	Yes	04/10/2020





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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	PIH Notice 2018-18				
5.PH and HCV FSS Contract of Participation	<u>Regulatory Authority</u> § 984.303(d)	<ul style="list-style-type: none"><li>Provides for extensions to FSS contract of participation</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020
6-1.HQS Initial inspection	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(o)(8)(C) <u>Regulatory Authority</u> § 982.305(a), 982.305(b), 982.405	<ul style="list-style-type: none"><li>Changes initial inspection requirements, allowing for owner certification that there are no life-threatening deficiencies</li><li>Where self-certification was used, PHA must inspect the unit no later than October 31, 2020.</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li><li>06/20/22</li></ul>	Yes	04/10/2020
6-2.HQS Non-Life Threatening HQS - Initial Unit Approval	<u>Statutory Authority</u> Section 8(o)(8)(A)(ii)  <u>Regulatory Authority</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"><li>Allows for extension of up to 30 days for owner repairs of non-life threatening conditions</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020



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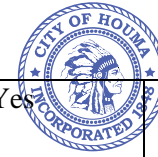
Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
6-3.HQS Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D)  <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"><li>• Allows for delay in biennial inspections</li><li>• All delayed biennial inspections must be completed as soon as reasonably possible but by no later than October 31, 2020.</li></ul>	<ul style="list-style-type: none"><li>• 12/31/21</li></ul>	Yes	04/10/2020
	<u>PIH Notice 2021-14 Extension</u>	<ul style="list-style-type: none"><li>• Allows for delay in biennial inspections</li><li>• All delayed biennial inspections must be completed as soon as reasonably possible but by no later than June 30, 2022 for all CY 2020 and December 31, 2022 for all CY 2021</li></ul>	<ul style="list-style-type: none"><li>• 12/31/22</li></ul>		



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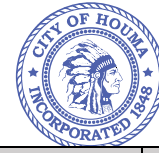


6-4.HQS Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F)  <u>Regulatory Authority</u> §§ 982.405(g), § 983.103(e)	<ul style="list-style-type: none"><li>• Waives the requirement for the PHA to conduct interim inspection and requires alternative method</li><li>• Allows for repairs to be verified by alternative methods</li></ul>	• 12/31/21	Yes	04/10/2020
6-5.HQS HQS QC Inspections	<u>Regulatory Authority</u> § 982.405(b)	<ul style="list-style-type: none"><li>• Provides for a suspension of the requirement for QC sampling inspections</li></ul>	• 12/31/21	Yes	04/10/2020



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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
6-6.HQS HQS Space and Security	<u>Regulatory Authority</u> § 982.401(d)	<ul style="list-style-type: none"><li>• Waives the requirement that each dwelling unit have at least 1</li></ul>	Remains in effect one year from lease term or date of notice, <u>whichever is longer</u>	Yes	04/10/2020
7-1.HCV Administrative Plan	<u>Regulatory Authority</u> § 982.54 (a)	<ul style="list-style-type: none"><li>• Waives the requirement to adopt revisions to the admin plan</li></ul>	<ul style="list-style-type: none"><li>• 12/31/21</li></ul>	Yes	04/10/2020
7-2.HCV PHA Oral Briefing	<u>Regulatory Authority</u> § 982.301(a)(3) § 983.252(a)	<ul style="list-style-type: none"><li>• Waives the requirement for an oral briefing</li></ul> <p>Provides for alternative methods to conduct required voucher briefing</p>	<ul style="list-style-type: none"><li>• 12/31/21</li></ul>	Yes	04/10/2020
7-3.HCV Term of Voucher - Extensions of Term	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"><li>• Allows PHAs to provide voucher extensions regardless of current PHA policy</li><li>•</li></ul>	<ul style="list-style-type: none"><li>• 12/31/21</li></ul>	Yes	04/10/2020



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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
7-4.HCV PHA Approval of Assisted Tenancy	<u>Regulatory Authority § 982.305(c)</u>	<ul style="list-style-type: none"><li>Provides for HAP payments for contracts not executed within 60 days</li><li>PHA must not pay HAP to</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020
7-5.HCV Absence from unit	<u>Regulatory Authority § 982.312</u>	<ul style="list-style-type: none"><li>Allows for PHA discretion on absences from units longer than 180 days</li><li>PHAs must not make HAP payments beyond 12/31/20 for units</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020
7-6.HCV Automatic Termination of the HAP Contract	<u>Regulatory Authority § 982.455</u>	<ul style="list-style-type: none"><li>Allows PHA to extend the period of time after the last HAP payment is made before the HAP contract terminates automatically.</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020
7-7.HCV Increase in Payment Standard	<u>Regulatory Authority § 982.505(c)(4)</u>	<ul style="list-style-type: none"><li>Provides PHAs with the option to increase the payment standard for the family at any time after the effective date of the increase, rather than</li></ul>	<ul style="list-style-type: none"><li>12/31/21</li></ul>	Yes	04/10/2020



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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Notice: Notice PIH 2019-11	•		Yes	04/10/2020
8.PH-10 Tenant notifications	<u>Regulatory Authority</u> § 966.5	Advance notice not required except for policies related to tenant	• 12/31/21	Yes	04/10/2020
9a. SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	PHA to retain prior year SEMAP score unless requests otherwise	HUD will resume issuing new SEMAP scores starting with PHAs with FYE dates of 12/31/21	N/A	N/A
9b.Financial reporting	<u>Regulatory Authority</u> §§ 5.801(c), 5.801(d)(1)	• Allows for extensions of financial reporting	Varies by PHA FYE	Yes	04/10/2020
10. Form HUD 50058	<u>Regulatory Authority</u> 24 CFR Part 908, § 982.158 <u>Sub-regulatory Guidance</u> PIH Notice 2011-65	• Waives the requirement to submit 50058 within 60 days • Alternative requirement to submit within 90 days of the effective	• 12/31/20	Yes	04/10/2020



Monday, December 13, 2021

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**Item Title:**

Proposed Ordinance to rename Gray Recreation Park to Randolph Park

**Item Summary:**

**RESOLUTION:** Introducing an ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to change the name of Gray Recreation Park to Randolph Park and calling for a public hearing on Wednesday, January 12, 2022 at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/7/2021	Executive Summary
Resolution	12/7/2021	Resolution
Proposed Ordinance	12/7/2021	Ordinance
Cover Memo	12/7/2021	Cover Memo
Exhibit A - Amendments	12/7/2021	Exhibit



**EXECUTIVE SUMMARY**  
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution introducing an Ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to rename Gray Recreation Park to Randolph Park and calling for a public hearing on Wednesday January 12, 2022 at 6:30 pm.

PROJECT SUMMARY (200 WORDS OR LESS)
A Resolution giving Notice of Intent to adopt an Ordinance to amend Section 21-30(a) and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include Randolph Park among the list of parks.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
At their meeting on Wednesday October 6, 2021, Recreation District No. 1. Board passed a motion to rename Gray Recreation Park to Randolph Park in honor of Mr. Larry J Randolph who was instrumental in the creation and development of this park over the years. By adding the renamed park to the list, it will establish the parks hours (essentially dusk until dawn) and list it amongst the drug free zones thus giving our law enforcement personnel the ability to fine and remove those who violate these ordinances.

TOTAL EXPENDITURE				
N/A				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	<u>2</u>	3	4	5	6	7	8	9

\_\_\_\_\_  
Chris Pulaski  
Christopher Pulaski, PLA  
Planning & Zoning Director

\_\_\_\_\_  
12/07/21  
Date



OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A Resolution giving Notice of Intent to adopt an ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to change the name of Gray Recreation Park to Randolph Park in honor of Mr. Larry J Randolph as well as to establish hours of operation and list it as a drug free zone for the use and enjoyment of the citizens of Terrebonne Parish.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that notice of intent is given for adopting an ordinance to amend Section 21-30(a) and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include Randolph Park in honor of Mr. Larry J Randolph as well as to establish hours of operation and list it as a drug free zone.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, January 12, 2022 at 6:30 p.m.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_, 2021 and subsequently ratified by the Assembled Council in Regular Session on \_\_\_\_\_, 2021 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

---

SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

OFFERED BY:  
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 21-30(A) AND SECTION 21-31 OF CHAPTER 21, RECREATION AND PARKS, ARTICLE II PARISH GENERALLY, OF THE TERREBONNE PARISH CODE.

WHEREAS, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

WHEREAS, the Terrebonne Parish Council and Terrebonne Parish Administration wishes to include Randolph Park under Section 21-30(a) and change the name of Gray Recreation Park to Randolph Park in Section 21-31 in honor of Mr. Larry J Randolph as well as to establish hours of operation and list the park as a drug free zone for the use and enjoyment of the citizens of Terrebonne Parish; and

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following be enacted:

#### SECTION I

Chapter 21, Article II, Section 21-30(a) and Section 21-31 of the Terrebonne Parish Code be amended as per the attached Exhibit A.

#### SECTION II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

#### SECTION III

This ordinance shall become effective upon approval by the Parish President.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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DARRIN GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

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SUZETTE THOMAS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed

Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUZETTE THOMAS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



P.O. BOX 6097  
HOUMA, LOUISIANA 70361  
(985) 868-5050



P.O. BOX 2768  
HOUMA, LOUISIANA 70361  
(985) 868-3000

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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### MEMORANDUM

**To:** Hon. Gordon E. Dove  
Parish President

**From:** Chris Pulaski  
Director, Planning & Zoning Department

**Date:** December 7, 2021

**Re:** Resolution to Introduce Ordinance to amend Sec 21-30(a) and Sec 21-31 to include Randolph Park among list of parks

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This proposed inclusion of Randolph Park will rename Gray Recreation Park in honor of Mr. Larry J Randolph as per the Rec District 1 Board approval as well as allow for this park to be included as a park to establish hours of operation and list it as a drug free zone so that law enforce may enforce these ordinances.

Please feel free to contact me at (985) 873-6569 or at [cpulaski@tpcg.org](mailto:cpulaski@tpcg.org) with any questions concerning this matter.

## **Exhibit A – Amendments to Sec. 21-30(a) and 21-31**

### **Sec. 21-30. - Same—In parks, playgrounds.**

(a) The use, possession or presence of alcoholic beverages shall be prohibited in the confines of the parks/playgrounds listed below:

Dumas Park

Southside Park

Hormann Park

Lee Avenue Park

Ernest C. Moss Memorial Park

Charlton P. Rozands Park

Barrios Park

June Drive Park

Mulberry Park

Summerfield Park

Southdown West Park

Harmon Park

Authement Street Park

Morning Star Baptist Church located at [108](#) Livas Lane

Houma Heights Park

**Randolph Park**

## **Sec. 21-31. - Drug-free zones.**

In accordance with the provisions of Act 171 of the 1989 Legislature (R.S. 17:402 et seq.), the maps attached to the ordinances from which this section is derived and incorporated herein by reference are hereby established as the boundaries of the following parks and recreation areas, which are hereby established as drug-free zones of Terrebonne Parish:

Bourg Recreation Complex

Dumas Auditorium and Recreation Complex

Charlton P. Rozands Park

Lee Avenue Park

VPW Park between Barrow and Roussel

Ernest C. Moss Memorial Park

Houma Highrise Complex

Crozier Subdivision Park

Gibson Recreation Complex

Donner Recreation Complex

Recreation District No. 9 Complex area

Village East Park

Friendswood School and Park

Dulac Community Center

Bayou Dularge Recreation Center

Grand Caillou Swimming Pool and Playground

East Houma Recreation Complex (located on the air base)

Mahler Street Park

Legion Avenue Park

Harmon Park

Williams Avenue Recreation Complex

Legion Park Area

Schriever Recreation Center

Andrew Price Recreation Center

~~Gray Recreation Park Site~~ **Randolph Park**

Oakshire Recreation Park/Gym

Authement Street Park

St. Gregory Catholic School (District 4)

Mount Olive Baptist Church in Gray

Mount Vernon United Methodist Church in Gray

Eaglewright Baptist Church along Highway 316

First Baptist Church along Highway 24 South

First Baptist Church along Main Street

New St. Matthews Baptist Church along Smith Lane

New Rising Sun Baptist Church along St. Charles

New Salem Baptist Church along Lafayette Street

Beautiful Zion Baptist Church along Railroad Street

Wesley United Methodist Church along Canal Street

Pleasant View Baptist Church along Naquin Street

House of the Lord along Hobson Street

An unknown named church along Antoine Street

Sunlight Baptist Church along Bull Run Road

St. Lawrence Catholic Church along Bull Run Road

Triumph Baptist Church along Highway 182

St. James Baptist Church along South Bayou Black Drive

St. Patrick Catholic Church along Carrol Street

Mount Pilgrim Baptist Church along Parish Road 15

Beulah Baptist Church along Parish Road 15

Smithridge Gym/Ball Park(located in the Smithridge Community of Chauvin)

Morning Star Baptist Church located at [108](#) Livas Lane

Merry Oaks Preschool (Ord. No. 8275)

### **Houma Heights Park**

(Ord. No. 4733, § I, 11-6-91; Ord. No. 4734, § I, 11-20-91; Ord. No. 4754, § I, 1-8-92; Ord. No. 4783, § I, 2-26-92; Ord. No. 4815, § I, 4-8-92; Ord. No. 4822, § I, 4-22-92; Ord. No. 4855, § I, 6-10-92; Ord. No. 4940, § I, 10-14-92; Ord. No. 5200, § I, 2-23-94; Ord. No. 5227, § I, 4-27-94; Ord. No. 5239, § I, 5-11-94; Ord. No. 5250, § I, 5-25-94; Ord. No. 5765, § I, 4-9-97; Ord. No. 5775, § I, 5-14-97; Ord. No. 5910, § I, 5-27-98; Ord. No. 5930, § I, 7-8-98; Ord. No. 5966, § I, 9-23-98; Ord. No. 6265, § I, 6-28-00; Ord. No. 6278, § I, 7-26-00; Ord. No. 6742, § I, 3-26-03; Ord. No. 8275, § I, 3-27-13)

**Cross reference—** Drug-free zones, § 13-3.