## Revision History

<table>
<thead>
<tr>
<th>Revision Number</th>
<th>Revision Description</th>
<th>Release Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial Version</td>
<td>4/30/2019</td>
</tr>
</tbody>
</table>
# Table of Contents

**Background:** .................................................................................................................................................. 3

Temporary Housing Assistance (THA) .................................................................................................................. 3

  - Program Summary: ........................................................................................................................................ 3

A. Eligibility and Criteria for Selection: ............................................................................................................. 4

B. Type of Assistance: ....................................................................................................................................... 4

C. Maximum Award: ......................................................................................................................................... 5

D. Temporary Housing Selection and Payment Issuance: .................................................................................. 6

E. THA Application and Requirements of Continued Assistance: ................................................................. 7

F. Termination or Discontinuation of Assistance: ............................................................................................. 7

G. Accessibility/Disability Accommodations: .................................................................................................... 8

H. Questions .................................................................................................................................................... 8

Appendix A: Temporary Housing Assistance Application ............................................................................. 9

Appendix B: Temporary Housing Assistance Grant Agreement .................................................................. 12

  - TEMPORARY HOUSING ASSISTANCE GRANT AGREEMENT ............................................................. 13

Appendix C: Homeowner Forms ...................................................................................................................... 19

  - Notice of Construction Delay .................................................................................................................... 20

  - 30-Day Extension Request Form ................................................................................................................. 21

Appendix D: Homeowner Notices .................................................................................................................... 22

  - 5-Day Warning of Termination of Assistance ............................................................................................ 23

  - 10-Day Notice of Termination of Assistance ............................................................................................ 24
Background:
As of submittal of the State’s Action Plan Amendment #11 (March 20, 2019), nearly 2,000 eligible Restore LA Homeowner Program (RLHP) Active Grantees have a homeowner responsibility or escrow contribution requirement due to the duplicative benefits they received and/or were awarded through other federal funding sources. As these and other Active Grantees work to complete their repairs or reconstructions, they are facing financial cash flow challenges necessitated by the additional interim housing costs they are paying during the repair or reconstruction process.

Additionally, other federal funding programs are tapering off and/or are no longer available to reduce or eliminate interim housing costs paid to some program participants. In particular, as of February 2019, there were 333 FEMA Manufactured Housing Units (MHU) in use as temporary residences for homeowners impacted by the 2016 disasters. FEMA has established an end date for the provision of the MHUs on April 30, 2019, at which point, the homeowner will incur rent plus penalties until the unit is removed. There are over 100 active Restore Grantees who are housed in FEMA MHUs and have been identified as unlikely to complete repairs to their permanent residence by April 30, 2019, but are expected to complete repairs to their permanent residence if provided additional time.

To avoid displacement and homelessness, the RHLP has developed the Interim Housing Assistance Program (IHAP) in APA #11 to provide additional assistance for these homeowners participating in the RLHP until repairs to their damaged homes are completed. One initiative under IHAP is Temporary Housing Assistance (THA) which allows assistance under Restore for unmet needs related to eligible short-term lodging or rental expenses, for up to 20 months (not to exceed September 30, 2022), provided the household is at or below 120% AMI and is an Active Grantee within the RLHP. Another component is Interim Mortgage Assistance (IMA), which will be detailed in a separate document. (*Note: Homeowners receiving any form of CDBG-DR Interim Mortgage Assistance are not eligible for to receive Temporary Housing Assistance.)*

Temporary Housing Assistance (THA)
Program Summary:
Temporary Housing Assistance (THA) allows short-term lodging in the form of temporary hotel assistance for up to an estimated 90 days, or temporary rental assistance, the total of which cannot exceed 20 months, to eligible homeowners whose households are at or below 120% AMI, are actively working through the RLHP, and:

- Require temporary housing due to the expiration of the term of their FEMA MHUs, without a housing plan after the FEMA MHU deadline of April 30, 2019, while they continue to repair their damaged homes.
- Require temporary housing due to other circumstances of hardship, as approved by OCD, including temporary displacement that requires that the damaged home be vacated for safety and other reasonable measures to expeditiously complete the repairs or reconstruction.

1 The State received partial approval of APA #11 from HUD on April 23, 2019 for specific IHAP components.
2 Per Federal Register Notice: FR-6136-N-01, the waiver and alternative requirement from HUD allowing this rental/lodging assistance shall expire on September 30, 2022.
3 Per Federal Register Notice: FR-6136-N-01.
Homeowners that are not active in the RLHP or are not eligible for RLHP THA may also apply for the Rapid Rehousing Program through Louisiana Housing Corporation, which can provide some short-term housing assistance or other housing rental solutions. Interested homeowners can contact 225.242.1374 or 225.242.1385 for more information.

A. Eligibility and Criteria for Selection:

- Homeowner must have executed their grant agreement(s) and received a positive award of CDBG-DR grant funds in the Restore Louisiana Homeowner Assistance Program (RLHP); and
- Homeowner must be determined under RLHP as meeting the LMI national objective, or as up to 120% AMI, to meet the urgent need national objective; and
- Homeowner must have not yet completed repairs/reconstruction of their flood-damaged home, or must vacate the damaged home to complete repairs, and the house is not considered safely habitable; and,
- Homeowner must demonstrate continued progress toward completing the rebuilding of their damaged home. “Active” participants are defined as RLHP homeowners who are post-closing, meaning have executed their RLHP grant; and
- Homeowner cannot receive concurrent temporary lodging or rental assistance from other governmental or charitable organization that would cause a duplicative benefit; and
- If the homeowner received any rental assistance from FEMA, Tenant-Based Rental Assistance (TBRA), Project-Based Rental Assistance (PBRA), or Section 8 Housing, the funding must have been exhausted prior to provision of CDBG-DR funds; and
- Homeowner must agree to sign a Restore Grant Agreement for the Temporary Housing Assistance, committing to the terms of receiving the housing benefit and continue making progress to complete the eligible repair activities outlined in an inspection report and identified on the Estimated Cost to Repair (ECR) report to continue to receive the assistance.

This THA is not a duplication of benefits to housing rehabilitation, repair or reconstruction funds, as it constitutes a separate and distinct eligible activity. However, to maintain efficiency, and since Temporary Housing Assistance is limited to RLHP active grantees, the program will use documentation and determinations that already exist within RLHP, such as ownership, occupancy and LMI status.

B. Type of Assistance:

Temporary Housing Assistance is dependent on the homeowner’s needs, which will be identified and confirmed through working with RLHP case managers to determine the best and most reasonable option for active RLHP homeowners. The THA can be in the form of temporary lodging in units such as hotels, motels or extended stay hotels, intended not to exceed 90 days. For needs that extend beyond 90 days or due to accessibility or other limiting issues, the assistance may be in the form of short-term rental assistance in eligible apartments or furnished corporate lodging.

- **Temporary Hotel Assistance**: In order to avoid homelessness and undue financial burden, some Restore homeowners need temporary hotel assistance (estimated less than 90 days) to complete the repairs on their homes. This program will provide daily, weekly or monthly temporary hotel lodging for these families for up to an estimated 90 days until they complete their repairs or reconstruction through the Restore program.

---

4 Per Federal Register Notice: FR-6136-N-01.
- **Temporary Rental Assistance:** Monthly rental assistance may be provided for those homeowners who need more than 90 days until the repairs/reconstruction are complete on the damaged home, usually 12 months and limited to a maximum of 20 months (and not to go beyond September 30, 2022).

*NOTE: While the Interim Mortgage Assistance is a separate benefit, homeowners receiving any form of CDBG-DR Interim Mortgage Assistance are not eligible for Temporary Rental Assistance.*

Due to the FEMA MHU deadline, some applicants may not be able to find a rental unit before moving out of their FEMA MHU and may require both Temporary Hotel Assistance and Temporary Rental Assistance. FEMA MHU applicants will be offered 30 days of hotel assistance and must use that time to locate a rental unit. Requests for an extension beyond 30 days may be reviewed on a case-by-case basis in exceptional circumstances. The total combined temporary housing assistance cannot exceed 20 months.

**C. Maximum Award:**

The THA covers 100% of the daily rate or monthly rent, as noted below, without a percentage cost share required from the homeowner, due to the existing strains on their resources in rebuilding or repairing their damaged home. The grant award will also cover a pet deposit (within reasonable limits) as an eligible expense. The grant award does not cover utility, cable or other deposits or costs that may be incurred (*note: water or utility provisions included as part of the monthly leasing agreement can be eligible under grant award.*).

- **Temporary Hotel Assistance:** The maximum grant award amount is calculated based on state limits plus allowable taxes, detailed in PPM 49, Addendum #01 – Tier 1 and Tier 2 Lodging Rate Changes: [https://www.doa.la.gov/Pages/osp/Travel/TravelPolicy.aspx](https://www.doa.la.gov/Pages/osp/Travel/TravelPolicy.aspx).
  - Assistance is limited to the lesser of the actual cost of the daily rate of the identified hotel or the PPM 49 assigned rate per parish of housing location. It is anticipated that temporary hotel assistance will be in the parish of the damaged home, unless due to availability or other critical issues, RLHP approves housing in a nearby parish.
  - The appropriate number and type of room(s) will be provided based on family size as indicated on the RLHP application and maximum occupancy per room set by the hotel.
  - Hotel assistance is limited to the earlier of when the repairs or reconstruction is complete or an estimated 90 days. Extensions to this time limit will be considered on a case-by-case basis, when there are exigent circumstances. Some may transition from hotel to interim rental or mortgage assistance, but in no case will recipients receive more than 20 months of assistance.

- **Temporary Rental Assistance:** The maximum grant award amount is calculated on a monthly basis, based on the time needed to complete the construction project and the maximum 2019 fair market rents* for a comparable bedroom total of the damaged home, or less if appropriate, found at [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2019_code/select_Geography.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2019_code/select_Geography.odn).
  - Assistance is limited to lesser of: a) the actual cost of rent; or b) the 2019 fair market rent of a given area, based on household size and approved number of bedrooms.
  - Rental assistance is limited to the earlier of when the repairs or reconstruction is complete or in 12 months, unless approved by RLHP to go beyond, but in no case can
exceed 20 months total temporary housing assistance.

- Water or utility provisions included as part of the monthly lease agreement can be eligible under grant award.

Due to the FEMA MHU program deadline, some homeowners may not be able to find a rental unit before moving out of their FEMA MHU and may require both Temporary Hotel Assistance and Temporary Rental Assistance. FEMA MHU homeowners will be offered 30 days of hotel assistance and must use that time to locate a rental unit. Requests for an extension beyond 30 days may be reviewed on a case-by-case basis in exceptional circumstances.

*NOTE: Due to factors such as the percentage of adjustment and the administrative burden of making programmatic adjustments mid-way through a program, the state may adjust the maximum amount per month a household is eligible to receive if HUD publishes adjusted fair market rents.

D. Temporary Housing Selection and Payment Issuance:

The short-term lodging and temporary rental assistance received through THA is paid directly to the provider (hotel or rental property owner), not to the homeowner, as required by program requirements and associated regulations related to eligible activity.

The program administrator will make payments directly to hotels on a negotiated payment duration (i.e. bi-weekly, monthly) and will pay directly to landlords at the beginning of each month, or as specified in the lease-terms.

Additionally, THA funds are only available to assist with lodging costs or rent going forward and may not be used as a reimbursement for previously paid or incurred costs. THA funds may not be used for meals or other incidentals, including utility, cable, storage pods, or other costs (exception, as noted in Section C, if water or utility is included in the rent noted in the lease).

- **Temporary Hotel Assistance**: The program administrator will locate available temporary hotel lodging for RLHP families within the Parish of their damaged home and suitable to the needs of the impacted household. *(Note: RLHP may approve location to another parish if requested by the homeowner with justification and final program approval)*.

- **Temporary Rental Assistance**: The program administrator will inform the RLHP homeowner of the fair market rent calculation (based on comparable bedroom number of the damaged home, or less as appropriate) and the approved term of assistance. The homeowner is responsible for locating a suitable rental unit that fits their household needs. The household should seek rental housing within the parish of their damaged home. *(Note: RLHP may approve location to another parish is requested by the homeowner with justification and final program approval)*. **Before signing the lease**, the homeowner will present the **Rental Lease Agreement** to RLHP for approval in order to receive funding. Once approved, the THA will be payable directly to the landlord, under location and terms specified in the lease agreement.
Unit Requirements and Inspection:

- Homeowner-selected unit must be safe, sanitary and permitted under official leasing terms. As temporary housing, a full HQS inspection is not required. Program administrator will confirm unit is acceptable and exists as submitted.
- Due to the expedited timeframes to implement this program, the selected unit cannot be dated before 1978, or require Lead-based paint inspection.
- Selected units cannot be owned by the homeowner or their immediate family members.

E. THA Application and Requirements of Continued Assistance:

- **THA Application:** RLHP homeowners who meet the eligibility criteria must complete and submit an Application for Temporary Housing Assistance (see attached application in Appendix A). At the time of Application for THA, the homeowner must project their anticipated temporary housing duration need, percentage construction completion, projected completion date and accommodation needs, in working with the RLHP case manager.

Applications may be submitted in one of the following ways:

- Via phone with a Case Manager
- Via email: THAProgram@restore-la.org
- Via U.S. mail to Attention: THA, 10000 Celtic Drive, Oak Tree Building, Baton Rouge, LA 70809
- Via hand delivery at 10000 Celtic Drive, Oak Tree Building, Baton Rouge, LA 70809

- **Progress Inspections:** The THA is designed and intended as temporary, in order to allow the homeowner to continue to progress on their repairs or reconstruction under their RLHP award. The RLHP staff will continually review the status of the construction project and undertake inspections to hold homeowners to their projections and report their progress and timeline.

  - Homeowners are required to continue making progress, to be confirmed through monthly inspections, and to adhere to timelines and communication with the program, or the homeowner will be notified that temporary housing assistance will be discontinued.
  - If there are unanticipated delays which affect the completion and move out timelines, the state must review the extension request and confirm that an extension is justified. Extensions are not to exceed 30-day increments.
  - A sample Notice of Construction Delay form and 30-Day Extension Request form can be found in Appendix C.

F. Termination or Discontinuation of Assistance:

- If an RLHP homeowner becomes inactive or ineligible with RLHP, the assistance expended to date is eligible, but must cease as soon as the determination by RLHP is made and communicated to the homeowner.
• If an RLHP homeowner who is post-closing (executed their grant agreement) is not continuing to
make progress on their construction, as determined by inspection, or adhering to projected
construction timelines, the program will notify the homeowner and temporary housing assistance
can be discontinued.
  o The RLHP will attempt three (3) calls within a 7-day window. If the homeowner fails to
  respond, or if the homeowner fails to provide access to the property, a 5-Day Warning of
  Termination of THA Assistance Notice will be issued. If the homeowner fails to respond to
  the 5-Day Warning of Termination of THA Assistance Notice, a 10-Day Notice of THA
  Termination of Assistance will be issued.
  o A 10-Day Notice of THA Terminated Assistance will be issued to homeowners who do not
  respond and are determined to be in non-compliance with the Restore program. The THA
  will then be discontinued for the homeowner after the 10-day termination date. If the
  homeowner fails to evacuate within the 10-day timeframe, the homeowner will be
  responsible for the remainder of the lease. If the homeowner is in a hotel, the homeowner
  must either vacate the room or assume responsibility of the bill.
  o See Appendix D for sample homeowner notices.

• If a homeowner is negligent or causes damage to the temporary lodging or rental, the RLHP will
immediately notify the homeowner and terminate assistance. The homeowner will be responsible
for the cost of all damages.
• The homeowner is expected to vacate temporary housing on the date specified in their Grant
Agreement. The Program may approve extensions upon specific requests, and are not anticipated
to exceed 30 day increments (see Appendix C). If the homeowner’s home passes final RLHP
inspection prior to the Grant Agreement end date, the homeowner is expected to move out at that
time. The program will allow an acceptable amount of days to vacate temporary housing and move
back home, estimated not to exceed 5 calendar days.
• If the homeowner’s home is habitable at an earlier date, or the homeowner voluntarily chooses to
vacate their temporary housing earlier than the Grant Agreement end date, then they must notify
the program within 48 hours (Mon-Fri from 8am-5pm) of vacating so that the program can
terminate the assistance.

G. Accessibility/Disability Accommodations:
Reasonable steps will be taken to accommodate accessibility and other special needs to ensure the
placement is appropriate to the homeowner and the household members.

H. Questions
The Temporary Housing Assistance is administered under the RLHP. Questions can be directed to the
program at **866-735-2001**. THA will be noted in the RLHP Program Manual with a flyer and Application
available on the program website at: [http://restore.la.gov/](http://restore.la.gov/).
Appendix A: Temporary Housing Assistance Application
Temporary Housing Assistance Application

1. Applicant information

<table>
<thead>
<tr>
<th>Restore Louisiana Account ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name:</td>
</tr>
<tr>
<td>Applicant Contact Phone #:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Damaged Home Address:</td>
</tr>
<tr>
<td>Number of Household Members:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction Type:</th>
<th>RECONSTRUCTION</th>
<th>REHABILITATION</th>
<th>MHU</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMA MHU:</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Type of Housing Requested:</td>
<td>HOTEL (less than 90 days)</td>
<td>RENTAL (greater than 90 days)</td>
<td></td>
</tr>
</tbody>
</table>

*Special needs request may warrant a rental accommodation even if less than 90 days*

2. Household Information

A. Number of Household Occupants Requiring Temporary Housing

<table>
<thead>
<tr>
<th>NAME</th>
<th>AGE</th>
<th>SEX</th>
<th>RELATIONSHIP</th>
<th>DISABILITY (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Pet(s)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Number: ________ Type: ________ Size: ________

3. Housing Request Information

Requested date to move into temporary housing: ________________

House completion date or house habitability (move-in) date: ________________

Estimated % completion of repair or reconstruction work on your home: ________%

4. Prior Rental Assistance

Have you received Rental Assistance from FEMA, non-profit or other sources? | YES | NO |

TEMPORARY HOUSING ASSISTANCE APPLICATION
5. Household Income

Has your household income (your income and any adult over 18 years of age in your household) changed since your Restore Application? If yes, fill out the table below. □ YES □ NO

(Please list income received for each household member, providing additional information/documentation as needed.)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>WHO RECEIVES (Name)</th>
<th>AMOUNT</th>
<th>HOW OFTEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplemental Security Income (SSI)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Security Disability Income (SSDI)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Security</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Aid to Needy Families (TANF)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veteran’s Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment Income</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unemployment Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNAP Benefits (Food Stamps)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify source)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL MONTHLY INCOME $

*NOTE: Income verification MUST be provided at Grant Execution*

6. Final FEMA Mobile Home Unit (MHU) Inspection

A. Have you received a final inspection of your FEMA MHU by FEMA? □ YES □ NO

B. Date Inspection Completed or Inspection Scheduled   

7. Application Submittal

Applicant Signature ___________________________ Date ___________________________   □ Completed by case manager

SUBMISSION INSTRUCTIONS - Please email this completed application and any supporting documents to THAProgram@restore-la.org as soon as possible.

Please Note: If you choose to participate in temporary housing, you will need to complete a temporary housing application and sign your temporary housing grant agreement. You will also be required to work with the Restore Program to demonstrate progress in completing the repairs to your home per the outlined project schedule.
Appendix B: Temporary Housing Assistance Grant Agreement
## TEMPORARY HOUSING ASSISTANCE GRANT AGREEMENT

### APPLICANT INFORMATION:

<table>
<thead>
<tr>
<th>Restore LA Account ID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Co-Applicant Name (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Damaged Home Address, City, Parish, State, Zip Code (&quot;Damaged Home&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address, City, State, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### AWARD INFORMATION

<table>
<thead>
<tr>
<th>Claimed Flood Event</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Restore LA Program Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Temporary Housing Placement Determination: Hotel or Rental Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximum Temporary Housing Grant Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See AWARD CALCULATION, below).</td>
</tr>
</tbody>
</table>

### RECIPEHT OF PROGRAM DOCUMENTATION:

By execution of this Agreement, Applicant(s) represents that Applicant(s) meets the eligibility criteria for this assistance, and confirms that the information provided, and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof:

- Application for Temporary Housing Assistance
- Restore Louisiana Homeowner Program information
- Temporary Housing Assistance Income Self Attestation Form or Zero Income Certification Form 4506 T – Tax Return Authorization Form, if applicable.

### PURPOSE AND SOURCE OF FUNDS:

The purpose of this Agreement is to confirm the terms and conditions related to Applicant(s) receipt of assistance for temporary housing resulting from unmet
housing needs during the time that the Damaged Home is uninhabitable during repair or reconstruction as a result of the flood events of March and August of 2016 (the "Floods").

To receive temporary housing assistance, the Applicant must have closed on a Restore Louisiana Solution 1 or Solution 2 grant and be actively and diligently pursuing completion of the repair or reconstruction. **The temporary housing assistance may be discontinued by the State** if the Applicant fails to fulfill any obligations of the Restore Louisiana Program under the Solution 1, 2 and/or 3 grant agreement, as applicable, or as provided in this Agreement.

Funding for this grant comes from the Community Development Block Grant ("CDBG") program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development ("OCD") for its Interim Housing Assistance Program ("Program") under the Restore Louisiana Homeowner Assistance Program.

Applicant(s) acknowledge access to, and opportunity to review, the Restore Louisiana Temporary Housing Assistance Guidelines ("Guidelines") on the Restore.La.gov website or upon request from the Restore program. The Guidelines, as may be amended, are incorporated herein by reference. Applicant(s) are bound by all terms and conditions contained in the Guidelines as if they are fully stated in this Agreement.

**AWARD CALCULATION:** The calculation of Grant Amount is detailed in Exhibit A to this Agreement. This amount is based on the current projected completion date. This is the MAXIMUM amount that will be paid on Applicant’s behalf for temporary housing. If the actual cost is less, only the actual cost will be paid. The Grant Amount is subject to adjustment based on any other housing assistance provided to or on behalf of the Applicant for housing during any or all of the periods for which the OCD provides assistance under this Agreement ("Duplication of Benefits"). Any Duplication of Benefits can result in a reduction of the Grant Amount under this Agreement and the obligation to repay funds paid to or on behalf of the Applicant under this Agreement.

Applicant(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant will provide the documentation to the State if requested. The applicant is subject to audit and future review of documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If applicants are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

**PROHIBITION AGAINST DUPLICATION OF BENEFITS:** Any funds already received by the Applicant(s) for rental housing assistance for the same time periods provided under this Agreement must be fully expended by Applicant prior to being provided assistance under this Agreement. By accepting the calculation in Exhibit A, Applicant certifies that any previous rental assistance has been fully expended or is set forth in the Grant Amount calculation on Exhibit A. If either of statements is not correct, Applicant is responsible for payment to OCD the amount expended by OCD under this Agreement which would not have been paid if the duplicative benefit had been deducted from the Grant Amount. Applicant further must report any duplicative benefit received by Applicant or paid on behalf of
Applicant after the date of this Agreement, which can also result in a reduction of the Grant Amount and a payment by Applicant to OCD of the amount of duplicative benefits.

**DISBURSEMENT OF FUNDS:** All funds will be paid by the State’s Program Management Contractor to the Temporary Housing Provider (i.e. hotel or rental landlord), identified on the rental, lease or hotel contract reviewed and approved by Program, in accordance with the Program policies and procedures. Applicant(s) will not receive any disbursement of Program funds directly.

Applicant acknowledges that OCD is not directly providing the housing and is not responsible or liable for any aspect of the premises in which the Applicant(s) is housed. It is agreed that neither this Agreement nor payment made directly to housing providers creates any rights in favor or any third parties, including but not limited to any hotel or rental landlord, and that the State cannot be held liable in relation to any damages in relation to or arising from Applicant’s housing or tenancy.

**CONSENT TO ELECTRONIC TRANSACTION:** Applicant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant(s) consent to the use of electronic records in accordance with the State’s security policy and procedure for such records. In order to verify the applicant(s)’ identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, applicant(s) authorize the State to store and use the information provided by applicant(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.

**SEVERABILITY:** This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between the applicant(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

**NOTICE:** Applicant(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the rehabilitation or reconstruction of the Damaged Home. To update any information, applicant(s) may either contact his and/or her case manager or enter such new information in the web portal.

**LIABILITY/APPEALS:** Applicant(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors liable for any act or failure to act relating to this Grant. If applicant(s) attempt to take legal action arising from the grant against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors, such entity will have the right to recover from applicant(s) the attorneys' fees and other expenses incurred in connection with such action. Applicant(s) further agree to indemnify and hold harmless the State of Louisiana, United States
or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Temporary Housing Assistance.

Applicant(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time applicant(s) execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, and funding requirements. From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Applicant(s) assert, certify and reaffirm under penalty of perjury that all information in the application and documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and applicant(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide housing assistance. Applicant(s) acknowledge that applicant(s) may be prosecuted by Federal, State and/or local authorities in the event that applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) agree to repay all of the Grant Amount in the event applicant(s) make or file false, misleading and/or incomplete statements and/or documents.

REPRESENTATIONS CONTINUING: Applicant(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. The Damaged Home has not been transferred or sold after the date of the application. Applicant(s) further certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home.

PARTICIPATION RESPONSIBILITIES: Applicant agrees to the following clauses as a condition of receiving Temporary Housing Assistance:

- OCCUPANT/TENANT CONDUCT: Applicant agrees not to cause or allow on the premises any excessive noise or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants. The applicant also agrees not to commit any acts of violence against program staff, landlord or neighbors.
- BUILDING RULES: Applicant agrees to follow the terms and conditions of the Lease or Occupancy Agreement between the Property/Landlord and Occupant. Applicant also agrees to abide by all building rules and guidelines set by manager/owner of the building.
- CONTINUING ASSISTANCE: Applicant agrees that they have full intention to complete the repair or reconstruction under Restore LA-funded program and will remain in communication with the Restore program in order to not put the temporary housing funds at risk. Failure to respond and/or comply with program policies and guidelines and/or achieve construction progress as agreed to under the grant terms may result in termination of the THA grant.
- MOVING: Applicant is responsible for their moving expenses into and out of temporary housing.
- CHANGE IN CIRCUMSTANCES NOTIFICATION: Applicant will notify the program immediately if their situation changes that affects their location or timing in the approved temporary housing.
➢ **TENANCY:** Applicant certifies that he and/or she will not submit a lease where either are full/partial owners of any entity that may own the rental property in which they are seeking to receive rental assistance through HAP.

<table>
<thead>
<tr>
<th>ENFORCEMENT/VENUE/CHOICE OF LAW:</th>
<th>Applicant(s) may be required to remit to the State all Grant Funds in the event that applicant(s) do not comply with terms of this Agreement and the Guidelines of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURES AND ACKNOWLEDGEMENT: (<em>Only one required)</em></td>
<td></td>
</tr>
<tr>
<td>APPLICANT:</td>
<td>CO-APPLICANT:</td>
</tr>
<tr>
<td>DATE:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
### EXHIBIT A - CALCULATION OF GRANT AMOUNT

<table>
<thead>
<tr>
<th>Restore Account ID #: _____________</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>TEMPORARY HOUSING ASSISTANCE AWARD CALCULATION DETAILS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Move-IN Date</td>
</tr>
<tr>
<td>Projected Move-OUT Date (construction completion)</td>
</tr>
<tr>
<td>Total Number of Days (Hotel)/Months (Rental) for Temporary Housing</td>
</tr>
<tr>
<td>Parish of Lodging Location</td>
</tr>
<tr>
<td>Maximum Temporary Housing Award Subtotal (*Ref: Program Calculator)</td>
</tr>
<tr>
<td>(-) Enter Duplication of Benefits (if applicable)</td>
</tr>
<tr>
<td>(+) Enter Pet Deposit Amount (if applicable)</td>
</tr>
<tr>
<td>(+) Damage and/or Initial Deposit (if applicable)</td>
</tr>
</tbody>
</table>

**TOTAL MAXIMUM TEMPORARY HOUSING GRANT AWARD**
Appendix C: Homeowner Forms
Notice of Construction Delay

Notification of Construction Delay

Interim Housing Assistance Program – Temporary Housing Assistance

Homeowner Notification of Delay Due to Event(s) Resulting in Work Stoppage

The completed form must be submitted within 72 hours of delay causing event via email to: THAProgram@restore-la.org.

<table>
<thead>
<tr>
<th>HOMEOWNER NAME/ACCOUNT ID</th>
<th>ESTIMATED DELAY TIME</th>
<th>DATE EVENT OCCURRED</th>
</tr>
</thead>
</table>

Number of Calendar Days: ____________________________

DELAY REASON
Mark “X” next to applicable reason below and provide details below:

☐ General Permitting
☐ Change Order Requested
☐ Uncontrollable Delay
(i.e. Act of God, Material Shortages, Theft)
☐ Structural Assessment
☐ Other
(Must provide details below)

Explain reason for construction delay below (required):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

HOMEOWNER SIGNATURE ____________________________ DATE SIGNED ________

PRINT NAME ____________________________ CONTRACTOR COMPANY NAME

Completed by RLHP Staff Only:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>TITLE</th>
<th>DATE DELAY APPROVED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRINT NAME</th>
<th>PRINT COMPANY NAME</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>TITLE</th>
<th>DATE DELAY RELEASED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRINT NAME</th>
<th>PRINT COMPANY NAME</th>
</tr>
</thead>
</table>

Initial 4.16.19

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS
30-Day Extension Request Form

Active Grantee Name: 
Account ID: 
Damaged Residence Address: 

TEMPORARY HOUSING ASSISTANCE EXTENSION FORM

I, ____________________________________________, am filing an extension for my temporary housing arrangement because my home will not be completed at the anticipated date. I understand that I should make every effort to complete this form within 72 hours of delay causing event.

Please select ONE of the below options.

____ I am a Solution 1 (Program-Managed Construction) Participant. 
If you are a Solution 1 Participant, your assigned state contractor will be contacted to supply more information concerning your construction delay.

____ I am a Solution 2 (Homeowner-Managed Construction) Participant. 
If you are a Solution 2 Participant, you MUST complete the attached Notification of Construction Delay Form. If you do not complete this form, you will not be eligible for a housing extension.

Please initial EACH item below.

____ I acknowledge that my request for an extension of temporary housing has been submitted as soon as possible after the delay causing event AND must be approved by the Temporary Housing Assistance Program.

____ I acknowledge that my extension will not exceed 30 days from the date of approval.

____ I understand that if I need an extension for more than 30 days, I will need to fill out another Temporary Housing Assistance Extension Form for approval after the 30 days have lapsed.

*Solution 2 Participants: It is REQUIRED that you submit the Notification of Construction Delay Form with this request. **

Homeowner Signature ______________ Date ______________

OCD Approval Signature ______________ Date ______________

Please submit this form within 72 hours of the delay causing event via email to: 
THAProgram@restore-la.org
Appendix D: Homeowner Notices
5-Day Warning of Termination of Assistance

Date

{Active Grantee Name}
{Active Grantee Mailing Address}
{City, State Zip-Code}

Dear Homeowner:

Thank you for your interest in the Restore Louisiana Homeowner Assistance Program. We have attempted to contact you via phone on three prior occasions to notify you that we currently cannot move forward with your application as additional documentation or access to your property is required and/or your home has failed the most recent progress inspection.

We must hear from you within the next five (5) days or you will no longer be eligible to receive temporary housing assistance. At that time, you will be responsible for funding your temporary housing.

Please contact your Restore Louisiana Case Manager or call 866-735-2001 to speak with a program representative as soon as possible.

Sincerely,

The Restore Louisiana Homeowner Assistance Program
10-Day Notice of Termination of Assistance

{Active Grantee Name}
{Active Grantee Mailing Address}
{City, State Zip-Code}

Dear Homeowner:

Thank you for your interest in the Restore Louisiana Homeowner Assistance Program. You are receiving this notification because you are no longer eligible for the Temporary Housing Assistance Program. We have attempted to contact you via phone and by mail to notify you that we currently cannot move forward with your application as additional documentation or access to your property is required and/or your home has failed the most recent progress inspection.

Funding for your temporary housing will stop on DATE. You are responsible for funding your temporary housing arrangements after that date.

If you feel you have received this message in error, please contact your Restore Louisiana Case Manager or call 866-735-2001 to speak with a program representative as soon as possible.

Sincerely,

The Restore Louisiana Homeowner Assistance Program